



TOWN OF KITTERY
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1329 Fax: (207) 439-6806

TOWN COUNCIL

WORKSHOP AGENDA

MONDAY, JULY 18, 2016

COUNCIL CHAMBERS

6:00 P.M.

The Kittery Town Council will hold a workshop on the following items:

- Sewer Betterment Assessments
- Other items for discussion and/or direction by the Town Manager

Posted: 7/14/16



TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

cgranfield@kitteryme.org

Carol M. Granfield
Town Manager

INTEROFFICE MEMORANDUM

TO: TOWN COUNCIL
FROM: CAROL M. GRANFIELD, INTERIM TOWN MANAGER
SUBJECT: LEGAL OPINIONS – BETTERMENTS
DATE: JULY 13, 2016
CC:

As a result of questions from Town Council pertaining to the betterment plan we are working on, the following three opinions are attached:

1. **Extension of Payments beyond 10 Years** – An ordinance may be amended to extend the payment period beyond 10 years.
2. **Arbitration Process Final and Binding** – Yes, the arbitration panel decisions on betterment assessment fees are final and binding and not subject to further appeal to the courts.
3. **Conflict of Interest** – The Council must proceed to reach a determination if there is a financial conflict of interest as outlined in the legal opinion.

April 19, 2016

Ms. Carol Cranfield
Acting Kittery Town Manager
200 Rogers Road
Kittery, ME 03904

Re: Financing of Betterment Assessments

Dear Carol:

You asked that I address the issue whether the Town Council has the authority to extend the payment period for betterment assessments beyond the Town's present ordinance provision setting a 10-year maximum payment period.

Currently, our Town Code [Sec. 13.1.4.4(A)] dealing with collection of sewer betterment assessments provides:

13.1.4.4 Collection of Assessments and Charges.

A. All assessments and charges made pursuant to this article are to be certified by the municipal officers and filed with the tax collector for collection. . . . The tax collector may enter into a written agreement with the owner or owners of land so assessed, which agreement is to provide for payment to the Town over a period not to exceed ten (10) years of such assessment at an interest rate to be determined by the municipal officers. Such agreement is also to specify the method of collection in the event that such payment is in default and further is to be recorded by the Town in the York County registry of deeds. [Emphasis added]

This provision of Town Code was adopted pursuant to 30-A M.R.S. § 3444(1) of state law dealing with Sewers and Drains. The relevant state statute provides:

1. Payment over time. The municipal officers of a municipality may adopt an order generally authorizing the assessors and the tax collector to assess and collect those assessments and charges over a period of time not exceeding 10 years, [Emphasis added]

McEACHERN & THORNHILL
Attorneys at Law

Ms. Carol Cranfield
Re: Financing of Betterment Assessments
April 19, 2016
Page 2

The question you pose is whether Kittery's Ordinance allowing up to ten years for payments of the sewer assessment charges by those affected can be amended to extend the payment period beyond this 10-year period set out in the state statute.

This issue requires us to determine whether the 10-year state statute limitation is intended to "preempt" municipalities from adopted payment periods exceeding that set forth in state statute.

In a case involving the City of Portland unrelated to betterment assessments but discussing the issue of a state statute preempting municipal legislation, the Maine Supreme Court framed the issue in the following way:

Home rule is granted to municipalities by the Maine Constitution and by statute. ME. CONST. art. VIII, pt. 2, § 1; 30-A M.R.S. § 3001. The home rule statute states that it is to be liberally construed to effect its purposes, that there is a presumption in favor of home rule, and that preemption is not to be implied unless local action would frustrate the purposes of state law. *Id.* "Only where the municipal ordinance prevents the efficient accomplishment of a defined state purpose should a municipality's home rule power be restricted, otherwise [municipalities] are free to act to promote the well-being of their citizens." *School Comm. v. Town of York*, 626 A.2d 935, 938 n.8 (Me. 1993); 30-A M.R.S. § 3001(3). Local action will be preempted by implication where it "prevents the efficient accomplishment of a defined state purpose"

While state statute sets forth a payment period up to ten years on betterment assessments, a period exceeding this 10-year

McEACHERN & THORNHILL
Attorneys at Law

Ms. Carol Cranfield
Re: Financing of Betterment Assessments
April 19, 2016
Page 3

period, if enacted by the Council, would not appear to frustrate the purposes of the state statute involving the collection of betterment assessments imposed for the construction of municipal sewer facilities. Such an extension would have no significance or impact beyond our own community. Its impact, if any, would be strictly a local concern.

While this may not be without some issue, it is my opinion, based on a liberal construction of our home rule authority and the presumption in favor of municipal control on issues of strictly local concern, that the Town Council has the authority, if it so decides, to amend our current ordinance by extending the period for payments of betterment assessments beyond its current 10-year period. To accomplish this, the proper ordinance would need to be drafted and adopted pursuant to Sec. 2.14 of the Charter dealing with Town ordinance enactments.

Should you wish anything further from me on this, don't hesitate to contact me.

Very truly yours,



Duncan A. McEachern

DAMcE/cn

July 13, 2016

Ms. Carol Granfield
Acting Kittery Town Manager
200 Rogers Road
Kittery, ME 03904

Re: Betterment Assessments

Dear Carol:

You request an opinion whether a decision reached by the arbitration panel on a sewer assessment appeal pursuant to 30-A M.R.S. §3443 is final and not subject to further appeal to the courts. My response follows:

The relevant portion of state statute provides:

Any person who is dissatisfied with the amount assessed under section 3442 may, within 10 days after hearing under section 3442, subsection 5, make a written request to the municipal clerk to have the assessment upon the lot or parcel of land determined by arbitration.

1. Arbitrators selected. The municipal officers shall nominate 6 persons who are residents of the municipality. The applicant shall select 2 of these persons, and these 2 persons shall select a 3rd person who is a resident of the municipality and who is not one of the 6 persons nominated by the municipal officers.

2. Arbitration procedure. The 3 persons selected under subsection 1 shall fix the amount to be paid by the applicant. Within 30 days from the hearing before the municipal officers under section 3442, the arbitrators shall report their findings to the municipal clerk who shall record them. The arbitrators' report is final and binding on all parties. [Emphasis added]

Duncan A. McEachern & Dan W. Thornhill
10 Walker Street, P.O. Box 360
Kittery, Maine 03904-0360
Telephone: 207/439-4881 Fax: 207/439-8893

McEACHERN & THORNHILL
Attorneys at Law

Ms. Carol Granfield
Re: Betterment Assessments
July 13, 2016
Page 2

The Legislature as well as our State Courts, encourage the final resolution of disputes through arbitration process. Arbitration generally provides for quicker dispute resolutions and has the added beneficial effect of relieving courts from over-crowded dockets. Statutes providing for arbitration procedures generally empower the arbitrator or arbitration panel to "determine any question and render a final award." [For example, see the Uniform Arbitration Act, 14 M.R.S. §5931(3).]

Arbitration decisions are usually final with very limited exceptions. Exceptions to finality can be recognized by courts when a party to an arbitration proceeding is able to demonstrate by clear and competent evidence that the arbitration panel was either (1) guilty of misconduct prejudicing the rights of the party; (2) the arbitration decision resulted from "corruption, fraud or other undue means" by the arbitrator(s); or (3) the arbitrators exceeded their lawful authority to resolve the issue in dispute. I might also add that an appeal to the Court from a final arbitration decision might also lie where it can be proven that the arbitrator(s) violated a constitutionally protected right of the party such as racial, religious, or equal protection considerations. Appeals alleging such claims are not very often successful. One attempting to pursue such claims carries a heavy burden of proof in this regard.

McEachern & Thornhill
Attorneys at Law

Ms. Carol Granfield
Re: Betterment Assessments
July 13, 2016
Page 3

Conclusion

In my opinion, decisions reached by the arbitration panel on the betterment assessment fee pursuant to 30-A M.R.S. § 3443 in the absence of any of the very narrowly drawn exceptions as noted above are, as noted in the statute, "final and binding on all parties."

Should you wish anything further from me on this, don't hesitate to give me a call.

Very truly yours,



Duncan A. McEachern

DAMce/cn

\\TOK-1trs\BettermentAssess.2cpn

July 13, 2016

Ms. Carol Granfield
Acting Kittery Town Manager
200 Rogers Road
Kittery, ME 03904

Re: Conflicts of Interest

Dear Carol:

You ask for an opinion whether a Town Councilor is conflicted out of any participation, discussion, and vote on the sewer betterment assessments when that Councilor's brother is among those property owners against whom a sewer betterment fee is to be determined by the action of the Council.

The governing portion of the Town's Charter is found in **Article XII** which provides in relevant part:

Sec. 12.01. Financial conflict of interest.

- (1) General standard. All town officials shall attempt to avoid an actual or perceived financial conflict of interest by abstention or disclosure. . . .
- (2) Definitions. For the purposes of this Sec. 12-01 the following definitions apply:
Official means an elected or appointed member of a town board. Family member means an official's spouse, parent, child, sister, brother

Financial interest means any direct or indirect interest involving at least 10% ownership; in a public or private economic entity, or direct or indirect ownership or control of real property.

McEACHERN & THORNHILL

Attorneys at Law

Ms. Carol Granfield
Re: Conflicts of Interest
July 13, 2016
Page 2

- (3) Disclosure. If an official or family member has financial interest in an issue before the official's board, the official shall disclose that interest and:
- (a) abstain from all board discussion debate, and voting on the issue until concluded, or
 - (b) request a determination be made on the question if the issue involves a financial conflict of interest sufficient to disqualify the member from participation.

[Emphasis added]

Once an issue of potential financial conflict of interest is raised involving a Council member or a member of that Councilor's family as defined by the Sec. 12.01(2), supra, the Council as a body is required to follow the "determination protocol" set out in Sec. 12-01(4) of the Charter. This provides:

- (4) Determination protocol. Upon disclosure and request for determination, the determination is made by the board members present, excluding the member in question, by majority vote, unless a greater number is required by rule, ordinance, or this charter. If the vote favors disqualification the member is excused from all board discussion, debate, and voting on the issue until concluded and is recorded as abstaining.

[Emphasis added]

Presumably, this issue has now been raised to the Council. The Council must now proceed to implement the Charter provision above and reach its determination whether there exists a

McEachern & Thornhill
Attorneys at Law

Ms. Carol Granfield
Re: Conflicts of Interest
July 13, 2016
Page 3

financial conflict of interest exists for the Council member or the family member of the Councilor involved in the determination.

Should you wish anything further from me on this, don't hesitate to give me a call.

Very truly yours,



Duncan A. McEachern

DAMcE/cn

\\TOK-1tr\Conflicts.of.Interest.opn

SEWER EXTENSION BETTERMENT ASSESSMENT – BEERS HOMEWORK – 07/13/2016

DISCLAIMER

This is only my homework and represents no one else's opinion. It is only intended to provide a basis of information for my own informed decision-making. Any flaws or deficiencies in it are solely attributable to me. Correction or clarification from any source is welcome.

SUMMARY

The Town Manager's Assessment Plan was very well done with only two major issues raised. First, clarification of the basis of estimate of TIF #3 future development revenues to determine probability; and, second, the prospect of the assessment fee distribution formula being based on "multi" unit features.

Other input also raised some questions needing further clarification. That includes the status of the three properties granting easements for the project; the "betterment" status of all lots (e.g. unbuildable; "bettered"); apparent discretion of Tax Collector in regard to payment plans; and, if payment plans should not cause issue of a registered lien. This homework is my take on the entire status as best I have been able to determine it.

REFERENCE

Town Manager Assessment Proposal 6/27/16 (previously provided & not included in this packet)

BACKGROUND

REVENUE TABLE FROM JUNE 27 TM PROPOSAL

Fiscal Year	O&M Expense	Debt Service	TOTAL EXPENSE	Total Other Revenue	Assessment / Bond	Impact Fee	New Impact Fees	TIF # 3	CIP/Self Loan	TOTAL REVENUE	VARIANCE
'14	\$1,436,777	\$268,551	\$1,705,328	\$1,098,948	\$0	\$0	\$0	\$0		\$1,817,458	\$112,129.37
'15	\$1,489,241	\$267,687	\$1,756,928	\$1,112,755	\$0	\$0	\$0	\$0		\$1,819,664	\$62,735.98
'16	\$1,556,081	\$262,538	\$1,818,620	\$1,112,755	\$0	\$0	\$0	\$0		\$1,819,664	\$1,044.18
'17	\$1,547,904	\$851,117	\$2,399,021	\$2,113,203	\$79,000	\$65,818	\$95,000	\$46,000		\$2,399,021	\$0.00
'18	\$1,578,862	\$849,214	\$2,428,076	\$2,271,965	\$79,000	\$77,111	\$0	\$0		\$2,428,076	\$0.00
'19	\$1,610,439	\$849,028	\$2,459,466	\$2,271,965	\$79,000	\$108,501	\$0	\$0		\$2,459,466	\$0.00
'20	\$1,642,648	\$847,503	\$2,490,151	\$2,271,965	\$79,000	\$0	\$195,000	\$0		\$2,545,965	\$55,814.29
'21	\$1,675,501	\$845,957	\$2,521,458	\$2,306,834	\$79,000	\$135,624	\$0	\$0		\$2,521,458	\$0.00
'22	\$1,709,011	\$844,274	\$2,553,285	\$2,306,834	\$178,572	\$0	\$0	\$67,878		\$2,553,285	\$0.00
'23	\$1,743,191	\$843,741	\$2,586,932	\$2,306,834	\$144,342	\$0	\$0	\$135,756		\$2,586,932	\$0.00
'24	\$1,778,055	\$771,941	\$2,549,996	\$2,306,834	\$79,000	\$0	\$0	\$203,634		\$2,589,469	\$39,473.10
'25	\$1,813,616	\$973,594	\$2,787,209	\$2,306,834	\$127,629	\$81,234	\$0	\$271,513		\$2,787,209	\$0.00
'26	\$1,849,888	\$973,594	\$2,823,482	\$2,306,834	\$177,257	\$0	\$0	\$339,391		\$2,823,482	\$0.00
'27	\$1,886,886	\$973,595	\$2,860,480	\$2,306,834	\$146,377	\$0	\$0	\$407,269		\$2,860,480	\$0.00
'28	\$1,924,623	\$973,594	\$2,898,217	\$2,306,834	\$116,236	\$0	\$0	\$475,147		\$2,898,217	\$0.00
'29	\$1,963,116	\$973,594	\$2,936,710	\$2,306,834	\$86,851	\$0	\$0	\$543,025		\$2,936,710	\$0.00
'30	\$2,002,378	\$973,595	\$2,975,973	\$2,306,834	\$16,737	\$0	\$0	\$610,903	\$41,498	\$2,975,973	\$0.00
'31	\$2,042,426	\$973,594	\$3,016,020	\$2,306,834	\$0	\$0	\$0	\$678,781	\$30,404	\$3,016,020	\$0.00
'32	\$2,083,274	\$783,397	\$2,866,671	\$2,306,834	\$0	\$0	\$0	\$746,660	(\$71,902)	\$2,981,592	\$114,920.50
'33	\$2,124,940	\$783,397	\$2,908,337	\$2,306,834	\$0	\$0	\$0	\$814,538		\$3,121,372	\$213,034.69
'34	\$2,167,439	\$783,398	\$2,950,836	\$2,306,834	\$0	\$0	\$0	\$882,416		\$3,189,250	\$238,413.61
'35	\$2,210,787	\$783,397	\$2,994,185	\$2,306,834	\$0	\$0	\$0	\$950,294		\$3,257,128	\$262,943.37
'36	\$2,255,003	\$783,398	\$3,038,401	\$2,306,834	\$0	\$0	\$0	\$1,018,172		\$3,325,006	\$286,605.63
	\$42,092,084	\$18,233,697	\$60,325,781	\$49,162,904	\$1,468,000	\$468,287	\$290,000	\$8,191,377	\$71,902	\$61,712,896	\$1,387,115

O&M Expense increases by 2%/yr from FY18. Current bond debt retirement in FY23 & FY31. Uses the \$1.2M Assessment in 11 years & saves the \$100 Bond Contingency until FY29 and FY30. Contingency amount shown is \$46.3K in those two years to cover the \$53.7 Town Assessment. If Assessment collection goes beyond 10-years, add to self-loan and adjust accordingly. Net effect is zero-sum. Impact Fee Balance of \$373,000 gains \$95,287 for FY20 & FY24 surplus. CIP or Self-Loan amounts needed as shown in Column R. Loans can be repaid with surplus from retired debt in FY32. FY11-13 Rows & Other Revenue Columns G-M are zeroed

19 ASSESSMENT TABLE SUMMARY FROM JUNE 27 TM PROPOSAL

Kittery Sewer Extension Betterments		UPDATED 6/22/2016		SORTED BY OWNER NAME		
Total Project Cost		\$7,586,525				
Total Betterment Assessment (Scenario 1)		\$3,793,263	(50% of Total Project Cost)			
Total Betterment Assessment (Scenario 2)		\$1,422,000	(18.7% of the Total Project Cost - additional \$2.4M in Other funds)			
Total Number of Parcels		158				
Total Front Footage		25,541	ft			
Total Area		13,535,040	sq ft			
			Unit	Frontage	Area	Avg Betterment - Parcels <30,000
		Total Assessment	\$/parcel	\$/sq.ft	\$/sq.ft	sq.ft.
SCENARIO 1 - ORIGINAL CALCULATION		\$3,793,262.50	\$12,004.00	\$37.13	\$0.07	\$17,426.20
SCENARIO 1 - REVISED CALCULATION		\$1,422,000.00	\$4,500.00	\$13.92	\$0.03	\$6,557.76

* Note: Property owner, address, map & lot number, square footage, and frontage information provided by the Town of Kittery on 4/28/1

Parcel Data						ASSESSMENT		Variance in Assessment
Map-Lot	Property Owner	Nbr	Address	Area (Sq.Ft)	Frontage	SCENARIO		
						Original	Revised	
11-CEM	KITTERY - CEMETARY		MARTIN ROAD	1,481	72	\$14,781.10	\$5,541.07	(\$9,240.03)
11-10	KITTERY - REMICK PRESERVE		MARTIN ROAD	620,730	30	\$56,608.56	\$21,221.14	(\$35,387.41)
20-21B	KITTERY - ROW		MARTIN ROAD	8,712	51.1	\$14,511.72	\$5,440.08	(\$9,071.64)
29-24	KITTERY - SHAPLEIGH FIELD		STEVENSON ROAD	260,489	294	\$41,170.97	\$15,433.97	(\$25,736.99)
37-03	KITTERY - SHAPLEIGH SCHOOL	20	MANSON ROAD	239,580	374	\$42,676.38	\$15,998.32	(\$26,678.07)

20 CURRENT SITUATION

21 “FAIR/JUST AND EQUITABLE”

Town Code Title 13 §13.1.4.3.1 Determination of Benefits.

“When the sewer line construction has been completed, the municipal officers shall determine what lots or parcels of land with or without structures thereon are benefited by said sewer line and estimate and assess upon said lots or parcels of land and against the record owner or owners thereof or against a person, firm or corporation against whom the taxes thereon are assessed, a sum not exceeding the benefit the municipal officers may deem just and equitable towards defraying the expenses of said sewer construction together with any sewage disposal units and appurtenances that may be necessary for the proper operation of said sewer line.

Town Code Title 13 §13.1.4.3.2 Limitation on Assessment—Formula for Determining Cost.

“The whole of the assessments may not exceed one-half the cost of the entire project contract price of constructing and completing the sewer line including all necessary appurtenances and sewage disposal units. The municipal officers shall devise and utilize a formula for determining the fair and equitable cost to the owner or owners of land so benefited.”

- Just: guided by truth, reason, justice, and fairness
- Fair: in accordance with the rules or standards; legitimate
- Equitable: just or fair: dealing fairly and equally with everyone

The sum assessed to bettered properties must be “just and equitable” and the distribution formula for the properties must be “fair and equitable”. In my view, this plan must be consistent with the preceding 11 projects’ plans, so that currently affected owners are treated in like-fashion as past assessed owners and vice versa.

MY PREMISES

1. Paying for the 2015 Extension bond must not, in and of itself, cause an increase in sewer rates or property taxes.
2. It is absolutely necessary to fully honor the Town's debt service obligations and maintain its financial integrity and AA2+ bond rating, noting that KSD has open debt service for 1992/2003 (2023) and 2010 (2031).
3. Use of CIP reserve fund as "loans" for payment to be reimbursed is valid, if it should become necessary, as was done for a fire truck and town piers. Future use of CIP funds for this Department should be considered on the same basis as all other Departments, including the Schools.
4. Year-end Town-budget surplus funds could be transferred to the Department for debt service, as is done within its own enterprise account, and for any kind of Department over-expenditures.
5. Authorizing use of Department-reserved impact fee funds for other than central plant capital improvements, including this project, is appropriate because all recent plant improvements, including last year, have been paid by dedicated bonding.
6. Exposure of the Town's unencumbered surplus as a voter warrant article could be considered annually as is done for other purposes, consistent with maintaining the Audit-required two-month operating cost levels.
7. "Fair and equitable treatment" of the owners affected by this project must include consideration of the same for all the owners affected by the previous 11 projects. Comparison of overall average assessment fees paid, adjusted for inflation, is a valid basis to show comparability as "fair and equitable".
8. Maintaining the assessment calculation formula of 50%/unit and 25% each for frontage and area the same as for all but one of the past projects would be consistent "fair and equitable" treatment for all the projects. Using the one outlier of 25/25/50 results in an increase and disproportionate impact to parcel size.
9. The Town should pay the fee on its properties, including Shapleigh School which has been sewerred for 20 years. Town properties include a cemetery, ROW, and permanent conservation preserve which should not be considered as "benefitted".
10. Owners who granted an easement (*encl 1*) to the Town for an extension project have historically been exempted from the assessment fee which was absorbed by the Town. The three property grantors for this project granted easement for future compensation consideration.
11. Assessed properties must pay for the installation of the connection and, whether connected or not, and must also pay a quarterly fee pursuant to §13.1.1.7F.

Town Code Title 13 §13.1.1.7 Rates and Charges.

F. Sewer user rate charges in accordance with this section will begin ninety (90) days after notification by Town of the availability of the public sewer to serve the premises and remain in force whether or not the premises are occupied.

55 MY ASSUMPTIONS

56 1. Different administrative requirements for this project are warranted and would not be
57 inconsistent with “fair and equitable” which relates only to the amount of assessment. i.e.

- 58 • §13.1.1.11 Installation of Toilet Facilities and Connection to Public Sewer Required: 90-
59 day mandate to connect (i.e. deferment of betterments for those with relatively new septic
60 systems);
- 61 • §13.1.4.4 Collection of Assessments and Charges: Payment plan period increase from 10 to
62 some number consistent with bond payment cash flow; *“Town Attorney opinion, April 19,*
63 *2016 – Home Rule. 30-A MRS §3444. Collection of Assessments”;*
- 64 • §13.1.4.4 Collection of Assessments and Charges: To allow deferment of assessment
65 payment for low income eligible owners (with referral to State and Federal relief grant
66 programs);
- 67 • §13.1.4.4 Collection of Assessments and Charges: Remove the requirement to file
68 implemented payment plans as an automatic lien with the County Register of Deeds (see
69 subparagraph D, there, which addresses default/consequences – lien could be a feature of
70 the payment plan if there is a default (*encl 2*);
- 71 • §13.1.4.4 Collection of Assessments and Charges: Remove apparent Tax Collector
72 discretion in accepting payment plans; and
- 73 • §13.2.2: Sewer Impact Fee Fund: To allow use of collected impact fees for this debt;
74 correct erroneous references and move Fee basis to Town Code Appendix A.

75 2. Allocation to owners less than 50% stated in Maine Statute and Town ordinance as “up to”, is
76 warranted for a “fair share” to meet “fair and equitable” comparison to the overall average
77 assessment paid, adjusted for inflation, to past 11 projects, subject to revenue expectations.

78 3. A minimal payment plan interest rate equal to the bond rate plus a small additional amount to
79 cover the cost of administration is appropriate.

80 4. A model Payment Plan Agreement should be produced to demonstrate its features including
81 addressing default issues.

82 5. Determination of a lot status as “unbuildable” is a function of zoning and cannot be decided in
83 advance. “Inverse condemnation” (government taking) is only finally determined by the courts,
84 however §13.1.4.6 permits a Special Appeal to the Board of Appeals if the owner believes that a lot
85 is unbuildable under the criteria designated in that section.

86 6. An ordinance change to the connection requirement in §13.1.1.11, *“When gravity flow cannot be*
87 *obtained from the building or the property, the connection to said public sewer is not required.”*
88 appears to be unwarranted as it applies to all Town-wide system locations.

89 7. Determination as to whether an assessment appeal arbitration decision is “final and binding” is
90 necessary. 30-A MRS §3443. *“Arbitration of Assessment: 2. The arbitrators' report is final*
91 *and binding on all parties”.*

92 8. The October '15 approved-formula unit basis is one unit for each property, however no
93 definition of such is found in Town code. Nor is any evidence found that using zoning lot
94 dimension standards (i.e. 120,000sf & 30,000sf), or potential for future development (e.g. business
95 park – 10,000sf/dwelling unit) has been done in the past, and raises a question of equitable “like
96 treatment” for something that may never occur.

9. A unit basis for properties with multiple units (e.g. apartment building; mobile home park; office building) derived from either the Special Sewer Entrance Permit §13.1.3.4.6, or Impact Fee §13.2.1.3, would appear to be valid. Future development for assessed parcels would then have to pay the Impact fee, but not the Special Entrance fee. Any area parcels unassessed should have to pay both.

Using either of these bases does not reduce the assessed amount to be collected from the property owners, but redistributes the load.

10. The lien application shown in §13.1.1.7B for regular charges should be removed in favor of unpaid balances being added to the property tax bill and collected via that process, as reflected in the last part of that passage.

MY ISSUE REVIEW

1. Clarify: Connection Fee – Betterment Assessment – Special Entrance Fee – Impact Fee – Other

Town Code Title 13

§13.1.3.5 Costs of Installation—Connection—Owner's liability.

All costs and expense incident to the installation and connection of a building sewer are to be borne by the owner.

§13.1.4.3.2 Limitation on Assessment—Formula for Determining Cost.

"The whole of the assessments may not exceed one-half the cost of the entire project contract price of constructing and completing the sewer line including all necessary appurtenances and sewage disposal units. The municipal officers shall devise and utilize a formula for determining the fair and equitable cost to the owner or owners of land so benefited."

§13.1.4.3.6 Special Sewer Entrance Permit Fees.

A. A special sewer entrance permit fee as set out in Appendix A is established on a per-dwelling-unit basis as defined in the zoning ordinance for residential zones and on a per-unit-of-occupancy basis for buildings in a nonresidential zone for entrance to the above-listed assessed public sewers and any future city-assessed public sewers to service any nonassessed parcels of property by such public sewers, provided that there is presently a house service connection existing. If not, the property owner would be responsible for the charges to install this service connection.

§13.2.1 Sewer Impact Fee. 13.2.1.1 Time Payable.

A sewer impact fee is due and payable by the property owner prior to the connection of any sewer line to the municipal sewage collection system, or upon the issuance of any plumbing permit for additional plumbing fixtures or change in use of any property already connected to the municipal sewage collection system. Said sewer impact fee is to be determined as provided in Subsection B of this section.

§13.2.3 Existing Structures and Uses Exempted.

The sewer impact fee required by the provisions of this chapter does not apply to the connections to the municipal sewage collection system of any sewage disposal system, presently existing or operating or servicing any building, structure or dwelling as of the effective date of the ordinance codified in this chapter provided, however, that any change in the use, character or size of any such building, structure or dwelling after the effective date of the ordinance codified in this chapter which results in additional sewage flow is not exempt from the sewer impact fee. For purposes of this provision, additional flow is defined as any increase in the number of residential units over that existing as of the effective date of the ordinance codified in this chapter or any change in the use or intensity of nonresidential property resulting in an increase in the wastewater discharge over that existing or reasonably estimated to have existed as of the effective date of the ordinance codified in this chapter.

NOTE: FUTURE CONNECTIONS ON ANY UNASSESSED PARCEL SHOULD PAY BOTH SPECIAL ENTRANCE & IMPACT FEE. ASSESSED PARCEL NEW CONSTRUCTION SHOULD PAY THE IMPACT FEE & EXPANSION OF EXISTING STRUCTURES SHOULD PAY THE SPECIAL ENTRANCE FEE. FEES ARE UNCHANGED SINCE BEFORE 1992 AND SHOULD BE INCREASED.

2. Clarify Easement Properties' Status (i.e. exempt from assessment?)

Some information exists to verify that properties have been exempted from the betterment assessment in the past with the cost absorbed by the Town. For this project, these owners granted easements to the Town for ROW (*encl 1*), compensated by exemption from future impact fee charges. With that, waiver of the betterment assessment is not warranted.

Parcel Data										ASSESSMENT		Variance in Assessment
Map-Lot	Property Owner	Nbr	Address	Area (Sq.Ft)	# Units Per	Frontage (LF)	Frontage	Unit	Area	SCENARIO		
										Original	Revised	
12-03-1	DENNETT, WILLIAM A (MARY)	98	DENNETT ROAD	3,574,534	1	704.23	\$10,509.29	\$3,609.14	\$147,440.91	\$108,187.88	\$161,559.35	\$53,371.46
21-18	GERASIN FAMILY REALTY LLC	1	ROUTE 236	564,538	1	286.15	\$4,270.24	\$3,609.14	\$23,285.82	\$23,310.60	\$31,165.20	\$7,854.60
21-18A	SEAWARD, DANIEL O	1	ROUTE 236	107,158	1	325	\$4,850.01	\$3,609.14	\$4,419.99	\$11,838.19	\$12,879.14	\$1,040.95

The following properties do not appear to fit any possible “betterment” classification and should be removed from the calculations, meaning that \$40,553 would have to be returned to the “distribution pool”. Since CMP required payment for an easement to the Town they granted on Ranger Drive, I have no compunction about requiring them to pay this fee.

§13.1.4.3.1 Determination of Benefits.

When the sewer line construction has been completed, the municipal officers shall determine what lots or parcels of land with or without structures thereon are benefited by said sewer line and estimate and assess upon said lots or parcels of land

Parcel Data										ASSESSMENT		Variance in Assessment
Map-Lot	Property Owner	Nbr	Address	Area (Sq.Ft)	# Units Per	Frontage (LF)	Frontage	Unit	Area	SCENARIO		
										Original	Revised	
11-CEM	KITTERY - CEMETERY		MARTIN ROAD	1,481	1	72	\$1,002.17	\$3,468.29	\$38.90	\$5,541.07	\$4,509.36	(\$1,031.71)
11-10	KITTERY - REMICK PRESERVE		MARTIN ROAD	620,730	1	30	\$417.57	\$3,468.29	\$16,303.57	\$21,221.14	\$20,189.44	(\$1,031.71)
20-21B	KITTERY - ROW		MARTIN ROAD	6,712	1	51.1	\$711.26	\$3,468.29	\$228.82	\$5,440.08	\$4,408.38	(\$1,031.71)
20-04	CENTRAL MAINE POWER CO	91	MARTIN ROAD	21,780	1	150	\$2,087.85	\$3,468.29	\$572.06	\$7,159.91	\$6,128.20	(\$1,031.71)
20-24	CENTRAL MAINE POWER CO	92	MARTIN ROAD	17,424	1	100	\$1,391.90	\$3,468.29	\$457.64	\$6,349.55	\$5,317.84	(\$1,031.71)

123 3. Provide Inflation data 1984 – Present – Especially \$5,000 comparison to past projects

Proj	Yr	Average Assessment	CPI Adjustment 2016	\$5,000 in Project year \$\$	Woulda Paid Less (exc '91)
1	1984	\$4,691	\$10,846	\$2,162	(\$2,529)
2	1986	\$2,603	\$5,706	\$2,281	(\$322)
3	1987	\$3,820	\$8,078	\$2,364	(\$1,456)
4	1988	\$5,508	\$11,185	\$2,364	(\$3,144)
5	1988	\$9,414	\$19,117	\$2,364	(\$7,050)
6	1989	\$5,516	\$10,687	\$2,581	(\$2,935)
7	1991	\$2,432	\$4,290	\$2,835	\$403
8	1995	\$17,400	\$27,429	\$3,172	(\$14,228)
9	1996	\$5,531	\$8,469	\$3,266	(\$2,265)
10	1997-8	\$4,641	\$6,947	\$3,340	(\$1,301)
11	2003	\$4,878	\$6,369	\$3,830	(\$1,048)
TOTAL		\$66,434	\$119,122	\$30,560	(\$35,874)
AVG OVERALL		\$6,039	\$10,829	\$2,778	(\$3,261)

124 1995 Project not excluded (equal consideration of all property owners). “CPI Adjustment 2016”
 125 shows what those owners would have to pay if their project happened now (inflation adjustment).
 126 “\$5,000...etc” shows what they would have paid equivalent to a \$5,000 fee as suggested (reverse
 127 inflation adjustment). “Woulda...” shows what they would have paid in the project years at the
 128 same equivalent dollar rate as for \$5,000 in today’s dollars.

129 Note that the overall average for the 11 preceding projects is \$6,039 which translates to \$10,829 in
 130 2016 dollars. The overall average for the Town Manager's proposal is at \$9,000 by comparison

131 The 11 project averages vary because of the size of the project (cost) and the number of properties
 132 affected, so that attempting to make a project by project comparison would be meaningless,
 133 however as a relative impact comparative point, looking at overall averages displays a reasonable
 134 "fair and equitable" basis of treatment.

135 The same basis without the outlier Rte 1 project:

Proj	Yr	Average Assessm ent	CPI Adjustme nt 2016	\$5,000 in Project year \$\$	Woulda Paid Less (exc '91)
1	1984	\$4,691	\$10,846	\$2,162	(\$2,529)
2	1986	\$2,603	\$5,706	\$2,281	(\$322)
3	1987	\$3,820	\$8,078	\$2,364	(\$1,456)
4	1988	\$5,508	\$11,185	\$2,364	(\$3,144)
5	1988	\$9,414	\$19,117	\$2,364	(\$7,050)
6	1989	\$5,516	\$10,687	\$2,581	(\$2,935)
7	1991	\$2,432	\$4,290	\$2,835	\$403
8					
9	1996	\$5,531	\$8,469	\$3,266	(\$2,265)
10	1997-8	\$4,641	\$6,947	\$3,340	(\$1,301)
11	2003	\$4,878	\$6,369	\$3,830	(\$1,048)
TOTAL		\$49,034	\$91,694	\$27,388	(\$21,646)
AVG OVERALL		\$4,458	\$8,336	\$2,490	(\$1,968)

5. Is a simple \$5,000 equal assessment per property “fair and equitable” for all, including past projects?

SEE INFLATION COMPARISON ABOVE. \$5K/property for this project would result in assessments far less than all past projects, save one, and with the very favorable administrative relief measures proposed for this project, past assessed owners would fall into “unfair and inequitable” treatment. Further note that, the bases of the factors considered have been the same in ordinance and Maine law for 40+ years.

The \$5K/property would generate \$790,000 in revenue, which would add \$632,000 to Town obligation; a reduction to a flat \$1,000,000 gross amount would require adding \$422,000. Are those funds conceivably found in the prudently conservative revenue projections, without adding to the sewer rate or property taxes?

NO.

4. Provide More Detailed Financial Info – TIF Projections (*encl 3*)

MAP LOT	Assessed Value	Current \$/sf	Projected Valuation	Current tax income	Projected tax income	TIF Income Projection
BUSINESS PARK		avg \$29.43		Tax rate 1.514%		
12-03-1	\$215,200	\$0.06	\$104,676,092	\$3,258	\$1,584,796	\$792,398
6-15B	\$197,900	\$0.36	\$16,182,183	\$2,996	\$244,998	\$122,499
13-04	\$37,500	\$0.17	\$6,634,515	\$568	\$100,447	\$50,223
6-16A	\$121,900	\$0.55	\$6,549,207	\$1,846	\$99,155	\$49,577
6-17A	\$2,300	\$0.15	\$458,937	\$35	\$6,948	\$3,474
avg		\$0.26		\$8,702	\$2,036,344	\$1,018,172

KLEINFELDER / G. O’LEARY:

As you know, we developed these numbers by looking at the Rte 1 properties, refer to the “Business Park Projections” tab for the detailed calculation. We first examined the \$/SF value of the Rte 1 properties based on the Town’s online GIS data, and developed an average approximately \$29.43/SF. We then looked at the current (at the time – March 2013) value of the Business Park properties – approximately \$0.26/SF. Finally we assumed that the Business park properties would achieve a \$/SF value of ½ that seen on Rte 1, and calculated the associated tax revenue – roughly \$1M per year.

As far as the TIF revenue projections, we assumed that no development would occur within 5 years of the completion of the project, shown in the “Additional Income Schedule” as zero income in FY15-20. Note that when these calculations were performed the project was anticipated to be complete in FY15. We also assumed and that the Business Park would not achieve buildout – the tax revenue described above as approximately equal to ½ the value of the Rte 1 properties on a \$/SF basis or roughly \$1M per year – for 20 years. This is shown in the “Additional Income Schedule” in FY34, with the \$1,018,172 figure matching the anticipated ultimate value of the taxes from the Business Park at buildout shown in the “Business Park Projections” tab and referenced in the previous paragraph. TIF income was assumed to grow linearly over the remaining 15 years by approximately \$68k per year, between year 5 and year 20 (FY20 through ‘34 in the attachment, now anticipated to be ‘22-‘36).

The revenue profile spreadsheets have been updated from our original projections to include additional \$\$ per year in baseline TIF revenue currently being generated.

NOTE: THE EASEMENT, UNBETTERED, AND SEP-IF ISSUES MUST BE ANSWERED BEFORE THE FINAL NUMBERS CAN BE KNOWN.

6. Does a “reasonable and prudent”, “fiscally conservative”, revenue basis of estimate exist that projects sufficient revenue to provide a probability of assurance that the Town portion of the bonds are payable without resulting in a direct-cause increase to sewer rates or taxation. Final decisions must be made on such basis and its concepts institutionalized so the necessarily careful financial management of the Department can be sustained.

NOTE: CONSIDERATION SHOULD BE GIVEN TO A SEWER USE RATE INCREASE IN FY18 TO MITIGATE THE 21% LOSS IN PURCHASING POWER SINCE 2010, INDEPENDENT OF THIS PROJECT. THE WATER DEPARTMENT HAS HAD FOUR INCREASES (CPI) SINCE 2010 – ‘12, ‘14, ‘15, AND ‘16.

The spreadsheets shown in Attachment 1 appear to show that, with the \$1,422,000 assessment amount to property owners, sufficient realizable revenue is seen to repay the Department’s bonds without the TIF development based-funds, and certainly with:

- *(Stated elsewhere)* The SEP and Impact Fee should be applicable to all future connections to hitherto unassessed properties.
- Use of CIP reserve fund “loans”, if necessary for payment, to be reimbursed.

Other considerations available that would mitigate the issue are:

- Future use of CIP funds for this Department on the same basis as all other Departments.
- Year-end Town-budget surplus funds transferred to the Department for debt service.
- Exposure of the Town’s unencumbered surplus as a voter warrant article consistent with maintaining the Audit-required two-month operating cost levels.

SPREADSHEET	DESCRIPTION
20-yr Straightlined	Retains the expense and regular revenue at the FY 17 levels to show the relative debt service impact (including new user fees) to related revenue. The TIF line is straight at 1/6 th of the preceding year collection amount. Note the known park development pays both the Special Entrance and Impact Fee (\$4,500 each).
20-yr w-Increases	Same view with expense and regular revenue increasing at 1.5%/year; TIF increasing at the same rate (taxes do go up). Note that this shows the concept to be achievable, but would require \$805,670 CIP/self loan repaid at the end of the 2015 bond.
Business Park	A brief extract from Kleinfelder calculations
20-yr w-TIF	Same view as 20-yr w/increases except showing the future TIF basis of estimate.
Per Unit - Scenario	Scenario set up to calculate unit numbers on the Special Entrance basis (per-dwelling unit or unit-of-occupancy). Unit data derived from Vision Property Assessment Data base shown in next spreadsheet
VISION Data	Assessor Property occupancy/dwelling data. (Note: Owner identity revised where applicable).

MY CONCLUSIONS - DISCUSSION FACTORS FOR COUNCIL CONSIDERATION:

1. A reasonably prudent basis of estimate exists to make reduction to the owner assessment total at \$1,422,000 achievable, but not any lesser amount. The distribution of that amount equates to a “just and equitable” allocation and a “fair and equitable” assessment consistent with the preceding 11 projects.

2. Retention of the 50-25-25 percent split of unit, frontage, and area is fair/equitable for all.

3. Amending Town Code Title 13 to establish workable and owner-favorable administrative features is warranted, as follows (encl 4):

- Payment plan period increase from 10 to (bond payment cash flow) years;
- 90-day connection mandate deferral option up to 10 years;
- Payment deferral option for qualified low income owners;
- Remove the requirement to file implemented payment plans as a lien;
- Clarify/revise obligation for Special Entrance and Impact Fee payment;
- Remove apparent Tax Collector discretion in accepting payment plans; and
- Amend Town Code Appendix A to include the Impact Fee.

4. Setting the payment plan interest rate at 2% is appropriate.

5. Consideration should be given to removal of five “Unbettered” properties from the property set:

The following properties do not appear to fit any possible “betterment” classification and should be removed from the calculations, meaning that \$40,553 would have to be returned to the “distribution pool”.

Parcel Data									ASSESSMENT		Variance In Assessment	
Map-Lot	Property Owner	Nbr	Address	Area (Sq.Ft)	# Units Per	Frontage (LF)	Frontage	Unit	Area	SCENARIO		
										Original		Revised
11-CEM	KITTERY - CEMETERY		MARTIN ROAD	1,481	1	72	\$1,002.17	\$3,468.29	\$38.90	\$5,541.07	\$4,509.36	(\$1,031.71)
11-10	KITTERY - REMICK PRESERVE		MARTIN ROAD	620,730	1	30	\$417.57	\$3,468.29	\$16,303.57	\$21,221.14	\$20,189.44	(\$1,031.71)
20-21B	KITTERY - ROW		MARTIN ROAD	8,712	1	51.1	\$711.26	\$3,468.29	\$228.82	\$5,440.08	\$4,408.38	(\$1,031.71)
20-04	CENTRAL MAINE POWER CO	91	MARTIN ROAD	21,780	1	150	\$2,087.85	\$3,468.29	\$572.06	\$7,159.91	\$6,128.20	(\$1,031.71)
20-24	CENTRAL MAINE POWER CO	92	MARTIN ROAD	17,424	1	100	\$1,391.90	\$3,468.29	\$457.64	\$6,349.55	\$5,317.84	(\$1,031.71)

6. Concluding a final assessment status of three easement grantors is necessary:

Grantors have executed easements for future exemption of impact fees.

Parcel Data									ASSESSMENT		Variance in Assessment	
Map-Lot	Property Owner	Nbr	Address	Area (Sq.Ft)	# Units Per	Frontage (LF)	Frontage	Unit	Area	SCENARIO		
										Original		Revised
12-03-1	DENNETT, WILLIAM A (MARY)	98	DENNETT ROAD	3,574,534	1	704.23	\$10,509.29	\$3,609.14	\$147,440.91	\$108,187.88	\$161,559.35	\$53,371.46
21-18	GERASIN FAMILY REALTY LLC	1	ROUTE 236	364,538	1	286.15	\$4,270.24	\$3,609.14	\$23,285.82	\$23,310.60	\$31,165.20	\$7,854.60
21-18A	SEAWARD, DANIEL O	1	ROUTE 236	107,158	1	325	\$4,850.01	\$3,609.14	\$4,419.99	\$11,838.19	\$12,879.14	\$1,040.95

7. The final basis of unit calculation is necessary:

The prior projects and scenarios (and historical projects) used one “unit” per property with the unit cost per parcel equal to the total amount to be assessed by the number of units (parcels). In the example spreadsheets, increasing the number of units to 207: $\$1,422,000 / 207 = \$3,468.29$. Any total number high than 207 will decrease the "per unit"; increase the "multi" properties; and, reduce the individual ones.

§13.1.4.3.6 Special Sewer Entrance Permit Fees.

A. A special sewer entrance permit fee as set out in Appendix A is established on a **per-dwelling-unit basis** as defined in the zoning ordinance for residential zones and on a **per-unit-of-occupancy basis** for buildings in a nonresidential zone for entrance to the above-listed assessed public sewers and any future city-assessed public sewers to service any nonassessed parcels of property by such public sewers, provided that there is presently a house service connection existing. If not, the property owner would be responsible for the charges to install this service connection.

Special Sewer Entrance Permit §13.1.3.4.6

Kittery Sewer Extension Betterments **UPDATED 07-13-16**

13.1.3.4.6 "established on a **per-dwelling-unit basis** as defined in the zoning ordinance for residential zones and on a **per-unit-of-occupancy basis** for buildings in a nonresidential zone"

Total Project Cost	\$7,586,525	
Total Betterment Assessment (Scenario 1)	\$3,793,263	(50% of Total Project Cost)
Total Betterment Assessment (Unit Scenario))	\$1,422,000	(18.7% of the Total Project Cost - \$2.4M in Other funds)
Total Number of Parcels	206	
Total Front Footage	25,541	ft
Total Area	13,535,040	sq ft

	Total Assessment	Unit
	\$/parcel	
SCENARIO 1 - ORIGINAL CALCULATION	\$3,793,262.50	\$12,004.00
SCENARIO 1 - TM 06-27 SCENARIO	\$1,422,000.00	\$4,500.00
SCENARIO 1 - UNIT ASSESSMENT	\$1,422,000.00	\$3,451.46

Frontage	Area	Avg Betterment Parcels <30,000 sq.ft.
\$/ft	\$/sq.ft	
\$37.13	\$0.07	\$6,532.65
\$13.92	\$0.03	\$6,557.76
\$13.92	\$0.03	\$5,524.71

* Note: Property owner, address, map & lot number, square footage, and frontage information provided by the Town of Kittery on 7/13/16.

Parcel Data								ASSESSMENT		Variance in Assessment
Map-Lot	Property Owner	Nbr	Address	Area (Sq.Ft)	# Units Per	Frontage (LF)	SCENARIO			
							Frontage	Unit	Area	
							TM 06-27	Revised		

Impact Fee §13.2.1.3 Unit Charge

13.2.1.3 Categories of Use and Unit Charge.

The following categories of property use carry the unit charge set forth herein to be used in the computation of the sewer impact fee as provided in subsection B of this section:

Only a minor variation occurs using the criteria in this formula (*encl 5*). Does appear to serve for future development, but should be addressed for Title 16 uses permitted in the Commercial and Business Park zones.

8. An Appeal Arbitration protocol and pro formae must be finalized:

Chapter 13.1 SEWER SERVICE SYSTEM

13.1.4.5 Appeal of Assessment.

Any person not satisfied with the amount of assessment pursuant to Section 13.1.4.3 may appeal within ten (10) days pursuant to 30-A M.R.S. §3443.

Title 30-A: MUNICIPALITIES AND COUNTIES

Part 2: MUNICIPALITIES

Subpart 5: HEALTH, WELFARE AND IMPROVEMENTS

Chapter 161: SEWERS AND DRAINS

Subchapter 3: ASSESSMENTS AND FEES

§3443. Arbitration of assessment

1. Arbitrators selected. The municipal officers shall nominate 6 persons who are residents of the municipality. The applicant shall select 2 of these persons, and these 2 persons shall select

252 *a 3rd person who is a resident of the municipality and who is not one of the 6 persons*
253 *nominated by the municipal officers.*
254 *2. Arbitration procedure. The 3 persons selected under subsection 1 shall fix the amount to be*
255 *paid by the applicant. Within 30 days from the hearing before the municipal officers under*
256 *section 3442, the arbitrators shall report their findings to the municipal clerk who shall record*
257 *them. The arbitrators' report is final and binding on all parties.*
258 With no explanation or instructions provided, the arbitrators are left to their own devices to make
259 “final and binding” decisions. Consideration should be given to advertising for Arbitrator
260 volunteers; an appellant application form/instructions and Arbitration protocol guidance (*enclosure 6*).

261 **Enclosures**

1. Project Easements Granted
2. Betterment Payment Agreement Model
3. TIF Revenue Projection - Explanation
4. Title 13 Amendment Provisions
5. Impact Fee Unit Charge Factors (§13.2.1.3)
6. Appeal Arbitration Pro Formae

262 **Attachment**

1. Assessment Per Unit Spreadsheets

**TOWN OF KITTERY
SEWER ASSESSMENT PAYMENT AGREEMENT AND NOTE**

Town of Kittery

Assessors Map # _____ Lot # _____

Book _____, Page _____

York County Registry of Deeds

Total Principal Outstanding: \$ _____

ANNUAL INTEREST RATE: **5.5%**

1. PROMISE TO PAY. In consideration of the construction of a sewer line by the Town of Kittery which benefits the property located at (address), Town of Kittery, County of York and State of Maine, owned by _____ and _____, both of Kittery, York County, Maine, whose mailing address is (address), Kittery, ME 03904 [hereinafter referred to as "Owner"], and based upon the sewer betterment assessment voted by the Town of Kittery against the property of the Owners as provided by law, Owner promises to pay to the TOWN OF KITTERY the principal sum of **FOUR THOUSAND TWO HUNDRED FIFTY-NINE and 18/100 DOLLARS (\$4,259.18)**, together with interest on the unpaid outstanding balance at the rate of **5.5%** per annum calculated as of **October 13, 2006**.

2. REPAYMENT TERMS. This is an Installment Agreement and Note; Owner will pay the entire principal and interest as follows: consecutive monthly installments of **\$125.00** beginning on **January 10, 2006** for a period of **ten months**, the last of such **\$125.00** payment due on **October 10, 2006**; thereafter, consecutive monthly installments of **\$100.00** beginning on **November 10, 2006**, all according to a **44-month** amortization schedule annexed hereto and made a part hereof, with a final payment due and payable on **October 10, 2010** in the amount of **\$91.52**. Any amount remaining due, if not sooner paid, shall be due and payable on **October 10, 2010**.

ADDITIONAL TERMS AND CONDITIONS

1. CALCULATION OF INTEREST. In this Agreement the interest is computed as simple interest on the outstanding principal.

2. PREPAYMENT. The right to pay the whole outstanding amount of this Agreement and Note at any time before it is paid in full is available to the owner hereof without any prepayment penalty. Owner shall be responsible for mortgage discharge recording fees.

3. ACCELERATION AND DEFAULT. Owner will be in default of this Agreement and Note if for any reason Owner fails to make any payment on time as provided herein or if Owner breaks any promises or agreements in this Agreement and Note.

If Owner is in default, the Town of Kittery can demand immediate payment of the entire unpaid balance after Owner is given written notice of such default sent to the address of the Owner as provided herein.

The outstanding balance of this Agreement and Note shall also become due and payable in full if the property which secures this Agreement and Note is transferred to any other owner by gift, assignment, devise, sale or otherwise. Owner understands that if it fails to pay any installment within fifteen (15) days after written notice from the Town of Kittery that the same is in default, the Town of Kittery may pursue any and all other available legal remedies for the collection.

Interest at the rate herein provided shall continue to accrue on the unpaid balance.

4. BINDING. This Agreement and Note is binding on Owner, its successors and assigns and anyone to whom it might assign its obligations [although this does not give Owner the right to assign this obligation].

FORMER PROJECT PAYMENT PLAN EXAMPLE & CURRENT TAX PAYMENT PLAN EXPLANATION

5. SEVERABILITY. If any part of this Agreement and Note is found unenforceable by the Courts, the remaining parts shall remain in full force and effect.

6. WAIVER OF DEFAULT. If the Town of Kittery chooses to waive a default once, that does not mean that the Town of Kittery will or must waive any subsequent default. It only means that if the undersigned Owner fails to comply with any obligations but the Town of Kittery allows Owner to correct the default or to continue with this Agreement and Note, Owner cannot claim that the Town of Kittery has given up the right to require Owner to comply in the future.

7. COMPLETE AGREEMENT, AGREEMENT MODIFICATIONS. This Agreement and Note contains the complete agreement between the Town of Kittery and Owner. Any change in the terms of this

Agreement and Note must be in writing and signed by all parties. No oral agreements in addition or contradictory to the terms of this Agreement and Note are binding.

8. In the event it becomes necessary for the Town of Kittery to enforce this Agreement and Note by resorting to legal action, the Town of Kittery shall be entitled to recover all reasonable costs including attorney's fees.

9. Any notices required to be sent to the Owner shall be mailed to:

Name:

Address:

_____ and

Kittery, ME 03904

Town:

Town Manager

200 Rogers Road

Kittery, ME 03904

Executed at Kittery, Maine this _____ day of _____ 20____

STATE OF MAINE

YORK, ss.

(dated) _____

Then personally appeared before me the above-named _____ and _____
_____ and acknowledged the foregoing instrument to be their free act and deed,

Before me,

Notary Public

KITTERY'S E-Z EXTENDED PAYMENTS (KEEP) TAX PAYMENT PLAN

RULES AND REGULATIONS

KEEP is available only for the current year's property taxes and eligibility is limited to taxpayers who are current on their tax obligations. An application is valid for only one tax year. Taxpayers paying with a tax escrow account through their bank or mortgage company cannot participate.

KEEP will be administered on an eleven (11) month basis, one payment per month, due on the 15th of each month commencing in July and ending the following May. Payments will be based on the committed taxes for the **prior tax year plus 5%**. Supplemental taxes do not qualify for the tax payment plan. Abatements will not reduce the monthly payment.

All KEEP applicants must apply for the program each year by June 1st. Enrolled taxpayers must make payments according to the tax payment plan issued to them in the invoice. Prepayments are permitted. Any amount paid may not be withdrawn.

Once the taxes are set for the current year, the final payment (May) will be the only adjustment to reflect the actual tax amount. This could result in an increase or decrease in the final installment. Monthly payments before the final installment (May) may not be adjusted. A final installment statement with due amount will be provided to the taxpayer.

Payments must be received by the 15th of the month due, or postmarked no later than the 15th if by mail, in order to qualify for the "no interest" benefit. If payments are not received by the 15th, enrollment in the Plan will automatically terminate, and interest will accrue on any unpaid balance after the annual billing due dates. (first billing October 31, second billing January 31, and third billing May 31)

Transfer of ownership voids the plan except for:

- 1) Transfers to a spouse or joint tenant, living or surviving, provided the transferee was signatory to the original application.
- 2) Transfers to trusts, providing the settlor executed the original application.

PAYMENTS MUST BE OR MADE IN PERSON OR MAILED TO:

Kittery Tax Collector, 200 Rogers Road, Kittery, ME 03904.

Payments mailed to the Payment Center in Vermont or made online will not be accepted.

**TIF DISTRICT #3
REVENUE PROJECTION
KLEINFELDER**

OBJECTID	MAPLOT	REM_PRCL_1	SLH_OWN_NA	CNS_STYLE_	Assessed Value	Current \$/sf
Rte 1 Properties						
375	47-4	US ROUTE 1	F/C KITTERY DEVELOPMENT LLC	Regnl Shop Cnt	\$18,960,600	\$28.24
422	47-3	DEXTER LANE	BALDWIN TR, KATHLEEN	Regnl Shop Cnt	\$3,128,200	\$37.05
435	47-24A	US ROUTE 1	TANGER PROPERTIES LTD PART	Store	\$545,200	\$4.44
448	47-3A	US ROUTE 1	OCSAP LTD	Store	\$2,446,600	\$37.83
468	47-1	US ROUTE 1	CPG KITTERY HOLDINGS LLC	Regnl Shop Cnt	\$26,372,100	\$46.91
489	47-24	US ROUTE 1	TANGER PROPERTIES LTD PART	Regnl Shop Cnt	\$5,193,800	\$28.92
527	47-25A	US ROUTE 1	SPRUCE CREEK RETAIL OUTLET LLC	Store	\$2,621,500	\$23.44
575	47-25	US ROUTE 1	SPRUCE CREEK RETAIL OUTLET LLC	Regnl Shop Cnt	\$6,084,700	\$27.73
588	38-07	US ROUTE 1	CPG FINANCE II LLC	Regnl Shop Cnt	\$3,875,100	\$23.61
601	38-11	US ROUTE 1	SPRUCE BEND LIMITED LIABILITY CO	Regnl Shop Cnt	\$3,826,700	\$16.36
635	38-12	US ROUTE 1	S-D NEXT GEN INC	Restaurant	\$1,578,900	\$50.05
667	38-02	US ROUTE 1	KEVIN INC	Store	\$12,212,700	\$28.42
677	38-05	US ROUTE 1	LANDGARTEN, MICHAEL	Fast Food T/O	\$1,018,200	\$18.89
723	38-13A	US ROUTE 1	F/C KITTERY DEVELOPMENT LLC	Regnl Shop Cnt	\$4,510,100	\$27.57
747	38-13	US ROUTE 1	WEATHERVANE SEAFOODS	Restaurant	\$4,576,700	\$32.88
755	30-44	US ROUTE 1	TANGER PROPERTIES LTD PARTNSHP	Store	\$7,103,500	\$21.67
806	31-02	US ROUTE 1	AMG INVESTMENTS LLC	Store	\$656,500	\$49.66
825	38-14	US ROUTE 1	RIPLEY ROAD ASSOCIATES LLC	Regnl Shop Cnt	\$5,998,400	\$18.06
836	31-04	US ROUTE 1	LATIUM MANAGEMENT CORP	Store	\$1,089,300	\$39.34
853	30-41	US ROUTE 1	KITTERY TRADING POST SHOPS LLC	Regnl Shop Cnt	\$3,790,000	\$20.55
903	31-06	US ROUTE 1	SHAFMASTER, JONATHAN S	Regnl Shop Cnt	\$5,368,400	\$36.30
avg					\$29.43	

Kleinfelder/O'Leary: The first five years were assumed to have no income, leaving fifteen years of growth from \$0 income to the full \$1,018,172. So each year, starting in FY20 (when originally calculated), is calculated as 1/15th of the \$1,018,172 plus the previous year's income. As you can see, this results in a linear growth from \$0 in year 5, to the full value of \$1,018,172 we calculated for the TIF revenue in Bond year 20.

TIF(DISTRICT 3)

FY	Tax Revenue
'13	0
'14	0
'15	0
'16	0
'17	0
'18	0
'19	0
'20	\$67,878
'21	\$138,756
'22	\$203,634
'23	\$271,513
'24	\$339,391
'25	\$407,269
'26	\$475,147
'27	\$543,025
'28	\$610,903
'29	\$678,781
'30	\$746,660
'31	\$814,538
'32	\$882,416
'33	\$950,294
'34	\$1,018,172

Business Park						avg	\$0.26	Projected Valuation	Current tax	Projected tax income	TIF Income Projection
OBJECTID	MAPLOT	SLH_CO_OWN	SLH_OWN_AD	CNS_GRADE				Tax rate 1.514%		Assuming 50%	
1150	12-03-1	DENNETT, WILLIAM A	DENNETT, MARY D	Vacant	\$215,200	\$0.06	\$104,676,092	\$3,258	\$1,584,796	\$792,398	
1279	6-15B	CULLEN, WILLIAM J	SAIL AWAY LLC	Vacant	\$197,900	\$0.36	\$16,182,183	\$2,996	\$244,998	\$122,499	
1314	13-04	CULLEN, WILLIAM J	SAILAWAY LLC	Vacant	\$37,500	\$0.17	\$6,634,515	\$568	\$100,447	\$50,223	
1347	6-16A	PISCATAQUA REALTY LLC	CULLEN, WILLIAM J	Vacant	\$121,900	\$0.55	\$6,549,207	\$1,846	\$99,155	\$49,577	
1359	6-17A	ALLEN	FIELD, C/O JOHN & KAREN	Vacant	\$2,300	\$0.15	\$458,937	\$35	\$6,948	\$3,474	
					avg	\$0.26		\$8,702	\$2,036,344	\$1,018,172	

from: <http://data.visionappraisal.com/KitteryME/search.asp>

As you know, we developed these numbers by looking at the Rte 1 properties, refer to the "Business Park Projections" tab for the detailed calculation. We first examined the \$/SF value of the Rte 1 properties based on the Town's online GIS data, and developed an average approximately \$29.43/SF. We then looked at the current (at the time - March 2013) value of the Business Park properties - approximately \$0.26/SF. Finally we assumed that the Business park properties would achieve a \$/SF value of 1/3 that seen on Rte 1, and calculated the associated tax revenue - roughly \$1M per year.

As far as the TIF revenue projections, we assumed that no development would occur within 5 years of the completion of the project, shown in the "Additional Income Schedule" as zero income in FY15-20. Note that when these calculations were performed the project was anticipated to be complete in FY15. We also assumed and that the Business Park would not achieve buildout - the tax revenue described above as approximately equal to 1/3 the value of the Rte 1 properties on a \$/SF basis or roughly \$1M per year - for 20 years. This is shown in the "Additional Income Schedule" in FY34, with the \$1,018,172 figure matching the anticipated ultimate value of the taxes from the Business Park at buildout shown in the "Business Park Projections" tab and referenced in the previous paragraph. TIF income was assumed to grow linearly over the remaining 15 years by approximately \$68k per year, between year 5 and year 20 (FY20 through '34 in the attachment, now anticipated to be '22-'36).

The revenue profile spreadsheets have been updated from our original projections to include additional \$\$ per year in baseline TIF revenue currently being generated.

KITTERY TOWN CODE TITLE 13, PUBLIC SAFETY

Article I. In General

13.1.1.7 Rates and Charges.

B. ~~Each S~~ewer charges levied pursuant to this chapter ~~is made a lien on the premises and any balance outstanding on December 31st of any year~~ not paid by July 1st of the following year ~~is are~~ to be certified to the T~~r~~asurer of the Town who is to place the same on the real property tax bill for that year with interest and penalties allowed by law, and be collected as other Town taxes are collected.

13.1.1.11 Installation of Toilet Facilities and Connection to Public Sewer Required.

A. Owners of all houses, buildings or properties used for human occupancy, employment, recreation, or other purposes requiring the disposal of sewage situated within the Town and abutting on any street, alley or right-of-way in which there is located a public sanitary sewer of the Town, are required at their expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within ninety (90) days after date of official notice to do so, provided that said public sewer is within one hundred (100) feet of the property line as measured along any public way. When gravity flow cannot be obtained from the building or the property, the connection to said public sewer is not required. However, this does not preclude waste flows from being pumped to the public sewer should the property owner so wish.

B. Owners of properties with a septic leach field system installed within ten (10) years of any main extension project completion date may request deferral of connection until the system has reached the ten-years after installation anniversary.

Article IV. Main Extensions

13.1.4.3.6 Special Sewer Entrance Permit Fees.

A. A special sewer entrance permit fee as set out in Appendix A is established on a per-dwelling-unit basis as defined in the zoning ordinance for residential zones and on a per-unit-of-occupancy basis for buildings in a nonresidential zone for entrance to the above-listed assessed public sewers and any future city-assessed public sewers to service any nonassessed parcels of property by such public sewers, ~~provided that there is presently a house service connection existing. If not, the property owner would be responsible for the charges to install this service connection.~~

13.1.4.4 Collection of Assessments and Charges.

A. All assessments and charges made pursuant to this article are to be certified by the municipal officers and filed with the tax collector for collection. A facsimile of the signatures of the municipal officers imprinted at their direction upon any certification of an assessment or charge under this article has the same validity as their signatures. The tax collector ~~may is~~ authorized to enter into a written agreement with the owner or owners of land so assessed, which agreement is to provide for payment to the Town over a period not to exceed ~~ten-eighteen~~ (189) years of such assessment at an interest rate to be determined by the municipal officers. Such agreement is also to specify the method of collection in the event that such payment is in default ~~and further is to be recorded by the Town in the York County registry of deeds.~~

B. Owners who qualify as eligible persons pursuant to Town Code Title 11, General Assistance, may request deferral of payment of the assessment without penalty or additional interest incurred for the period of eligibility. Should an owner become ineligible under those provisions, the Tax Collector may enter into a written agreement with the owner under the same term and terms pursuant to A, above. Payment of the assessment is due in full upon demise of the owner(s); sale or transfer of the property; and, in greater a period than the 18 years originally permitted for the assessment repayments.

BC. The municipal officers shall annually file with the tax collector a list of installment payments due the municipality under such written agreements with the owner or owners of land so assessed.

CD. If the person, firm or corporation so assessed within thirty (30) days after written notice of the total amount of such assessment and charges, or annual installment payment and interest, fails, neglects or refuses to pay such municipality the expense thereby incurred, or fails to enter into a written agreement as provided herein for payment of the same, or fails to pay any installment due under a written agreement so entered, then a special tax in the amount of the total unpaid assessment and charge may be assessed by the municipal assessor upon each and every lot or parcel of land so assessed and buildings upon the same, and such assessment is to be included in the next annual warrant to the tax collector for collection, and collected in the same manner as state, county and municipal taxes are collected. Interest at a rate of twelve percent (12%) per year on the unpaid portion of assessments and charges due the municipality accrues from the thirtieth day after written notice to the person assessed, and is to be added to and become part of the special tax when committed to the tax collector.

Chapter 13.2 SEWER IMPACT FEE

13.2.1 Sewer Impact Fee.

13.2.1.1 Time Payable.

A sewer impact fee is due and payable by the property owner prior to the connection of any sewer line from unbettered unassessed parcels to the municipal sewage collection system; or upon the issuance of any plumbing permit for additional plumbing fixtures or change in use of any property already connected to the municipal sewage collection system. Said sewer impact fee is to be determined as provided in §13.2.1.3 following Subsection B of this section. As used in this chapter the term "plumbing fixture" is as defined by the State of Maine Internal Plumbing Rules, Chapter 238, promulgated pursuant to 22 M.R.S. §42.

13.2.1.2 Amount Determined.

The sewer impact fee payable pursuant to §13.2.1.1 subsection A of this section is determined by multiplying the unit charge for the particular category(s) of property use as set forth in §13.2.1.3 subsection C of this section by the basic sewer impact fee of two thousand dollars (\$2,000.00) per unit charges set forth in Town Code Appendix A.

13.2.1.3 Categories of Use and Unit Charge.

The following categories of property use carry the unit charge set forth herein to be used in the computation of the sewer impact fee as provided above in subsection B of this section:

13.2.2 Sewer Impact Fee Fund.

A. A sewer impact fee fund is established and is the depository for all sewer impact fees collected by the enforcing officer under the terms of this chapter. Said fund is to be segregated by the Town from general revenues and used solely and exclusively towards expenses for

capital improvements to the municipal sewage treatment ~~plant made necessary by the increased development giving rise to the payment of said fees~~ system.

B. The proceeds in this fund may be expended in concert with other revenues and planned expenditures or capital improvement funds of the Town but only for capital improvements to the municipal sewage treatment plant system as distinct from expenses for ~~the regular~~ maintenance and repair ~~to the existing municipal sewage treatment system~~. All moneys so accumulated in this fund are to be expended by the Town for the specific purposes stated herein within ten (10) years of their collection and deposit therein, or within the amortization period of any project bond created for the same purpose(s).

SCHEDULE 13. PUBLIC SERVICES

Chapter 13.1 SEWER SERVICE SYSTEM

Article I. In General

Rates and charges: Quarterly Usage

- | | |
|--|---------|
| 1. First 1,000 cubic feet or fraction thereof | \$75.00 |
| 2. Per one hundred cubic feet in excess of 1,0500 feet | \$5.00 |

Article III. Building Sewers and Connections

Building sewer permit fees:

- | | |
|------------------------------|---------|
| 1. Residential or commercial | \$15.00 |
| 2. Industrial | \$15.00 |

Article IV. Main Extensions

Special sewer entrance permit fee	\$3,02,500.00
--	----------------------

Article V. Private Sewage Disposal

- | | |
|--|--------------------|
| Private sewage disposal system permit and inspection fee | \$10.00 |
| Private sewage treatment facility after-hours labor charge
(three-hour minimum labor charge) | \$25.00 per hour |
| Septic tank contents discharge rate | \$0.10 per gallon |
| Holding tank contents discharge rate | \$0.015 per gallon |

Chapter 13.2 SEWER IMPACT FEE

<u>13.2.1 Sewer Impact Fee.</u>	<u>\$3,000.00</u>
	<u>(per unit charge)</u>

ENCLOSURE 4 - BEERS HOMEWORK 070216

13.2.1.3 Categories of Use and Unit Charge.

The following categories of property use carry the unit charge set forth herein to be used in the computation

Minimum charge	1/2 unit charge
Single-family dwelling or condominium unit	1 unit charge
Multifamily dwelling or condominium unit per dwelling or condominium unit	1 unit charge
3 hotel units (double occupancy)	1 unit charge
5 motel units (double occupancy)	1 unit charge
4 boarding house (double occupancy)	1 unit charge
7 cabins	1 unit charge
15 school students (day school)	1 unit charge
4 school students (boarding school)	1 unit charge
2 hospital beds (medical)	1 unit charge
3 nursing home beds	1 unit charge
50 theater seats	1 unit charge
30 employees	1 unit charge
Retail store per 1,500 gross square feet	1 unit charge
30 full service restaurant or function room seats	1 unit charge
1 laundromat machine	1 unit charge
1 automobile service station	3 unit charges
Fast food and/or drive-in service restaurant (15 seats)	1 unit charge
10 yacht or country club members	1 unit charge
50 church members	1 unit charge
Industrial and manufacturing use	Base minimum on domestic use plus any process water usage
Commercial and retail uses:	
5 plumbing fixtures added to existing structures and connected to wastewater collection system	1 unit charge

For any category of use or change in use not specifically set forth above, the enforcing officer determines the total number of unit charges based upon a per unit load of three hundred (300) gallons per day.



TOWN OF KITTERY
OFFICE OF THE TOWN CLERK
200 ROGERS ROAD, KITTERY, MAINE 03904
PHONE: (207) 475-1309
FAX: (207) 439-6806

DATE SUBMITTED	
MAP & LOT	
FILING FEE	
DATE PAID	
DATE COMPLETE	
HEARING DATE	

Application to the

- ☐ **ARBITRATOR PANEL (§13.1.4.5)**
☐ **BOARD of APPEALS (§13.1.4.6)**

Sewer Betterment Assessment Appeal

I hereby request an Appeal on the Sewer Betterment Assessment for my property as I contest: *(Check all that apply)*

- | | | |
|---|---|--|
| <input type="checkbox"/> UNIT CATEGORY | <input type="checkbox"/> FRONTAGE DIMENSION | <input type="checkbox"/> TOTAL ASSESSMENT AMOUNT |
| <input type="checkbox"/> UNIT CHARGE | <input type="checkbox"/> AREA DIMENSION | <input type="checkbox"/> LOT IS UNBUILDABLE |
| <input type="checkbox"/> OTHER <i>(Explain)</i> | | |

I was provided and have reviewed Town Code Title 13 Maine statutes pertinent to this application, and the 2016 Assessment Plan. My appeal is based on the following:

TITLE		CHAPTER		SECTION						PAGE	
TITLE		CHAPTER		SECTION						PAGE	
TITLE		CHAPTER		SECTION						PAGE	
TITLE		CHAPTER		SECTION						PAGE	

**IN ORDER FOR AN APPLICATION TO BE DETERMINED COMPLETE AND SCHEDULED FOR A HEARING:
APPLICATIONS FORMS MUST BE COMPLETE; SIX SETS OF DOCUMENTATION PROVIDED; & FEE(S) PAID**

PROPERTY INFORMATION

ADDRESS												
MAP		LOT #		LOT SIZE (sq. ft.)								
STREET FRONTAGE					TOWN TAX RECORD ACCOUNT #:						<i>(ATTACH COPY)</i>	

PROPERTY OWNER: I have right, title or interest in the affected property, or issue, as shown by:

NAME(S)											
MAILING ADDRESS											
CITY				STATE				ZIP CODE			
PHONE No.						e-MAIL:					

NOTE: You may have an attorney represent you, but such representation is not necessary. You may also be represented by a designated agent (e.g. family member, neighbor, engineer, contractor) as you so desire.

APPLICANT (if different) I am an agent of the applicant with standing, OR, I am an aggrieved party in the subject property, or issue, as shown by:

NAME(S)											
MAILING ADDRESS											
CITY				STATE				ZIP CODE			
PHONE No.						e-MAIL:					

To the best of my knowledge, all information submitted on and with this application is true and correct.

Date: _____

By: _____
(Signature)

(Print Name)

I understand that the Board of Appeals:

- ☐ May hear and decide this Appeal within the limitations set forth in Title 13, §13.1.4.6, Special Appeal.
- ☐ Appears to have jurisdiction to hear this request; hearing must be held within 30 days of this Appeal filing; application must be complete; and, public and abutter notice must be made no less than seven days prior to the scheduled hearing.
- ☐ Role for this appeal is .
- ☐ Is only legally authorized to deal with issues arising from the list above, and do not include such matters as constitutionality, civil rights, criminal acts, property disputes, surliness, etc.
- ☐ Will not even hear my appeal unless I can show that I have “standing” to have my complaint heard.
- ☐ Purpose of establishing my case for “standing” is to limit appeals on an issue to those who are directly involved and/or affected.
- ☐ Will try to decide my case based only on the factual information presented and what is written in the pertinent Town ordinance/regulation, State statute(s)/regulation(s) and the rulings of the State Supreme Judicial Court.
- ☐ Tries to make decisions it believes would be upheld if appealed to Superior Court.
- ☐ Local appeals process must be exercised and exhausted before the Superior Court will hear these cases.
- ☐ Will conduct this hearing De Novo (meaning the Board acts if it were considering the question for the first time, affording no deference to the preceding agency decisions; may receive new evidence and testimony consistent with Town Code Title 13 and the Board rules; and, conduct additional hearings and receive additional evidence and testimony).
- ☐ Will determine the Standard of Review for this appeal:

For questions of mixed law and fact, a review for “arbitrary and capricious” factors:

- 1) Was the decision/lack of action a "plain error" which led to a “brazen miscarriage of justice”?
- 2) Was the decision/lack of action made on “unreasonable grounds”, or “without any proper consideration of circumstances”?
- 3) Does any State or Federal law apply to my circumstances?
- 4) Is there any conflict between ordinances and/or statutes related to the issues?
- 5) Can the Board determine with a "definite and firm conviction" that a mistake was committed by the Town?

When questions of statutory interpretation decided in a manner that has the force of law, a “Chevron review”:

- 1) First, always, is the question whether the legislative enacting body has directly spoken to the precise question at issue.
- 2) If the intent is clear, that is the end of the matter; for the Board, as well as the Town, must give effect to the unambiguously expressed intent of the legislation.
- 3) If, however, the Board determines the enacting body has not directly addressed the precise question at issue, the Board does not simply impose its own construction on the statute. If the statute or ordinance is silent or ambiguous with respect to the specific issue, the question for the Board is whether the Town's answer is based on a permissible construction of the statute.

For questions of statutory interpretation decided in a manner that does not have the force of law, to determine the deference to be given to the Town decision based on a four-part test:

- 1) the thoroughness of the Town's investigation;
- 2) the validity of its reasoning;
- 3) the consistency of its interpretation over time; and
- 4) other persuasive powers of the Town.

☐ Will determine my Burden of Proof:

- 1) What does the ordinance/statute require me to prove?
- 2) Does the ordinance/statute prohibit or limit the type of use being proposed?
- 3) What factors must be considered under ordinance/statutes to decide whether to grant the appeal?
- 4) Is the evidence presented substantial? Is it credible? Is it outweighed by conflicting evidence?

STATEMENTS:

I wish to appeal to the Arbitrator Panel / Board of Appeals because I have a problem in regard to a matter of Town Code Title 13, Public Safety: (Section, Title, Page No.) _____

The Assessment Plan decision I object to is [Include formal documents related to the matter]:

What relief is requested and why should the appeal be granted?

Unlike others in the community, I will suffer a particularized injury in this matter if not resolved in my favor. I am adversely and directly affected by:

I object to the decision for the following reason(s):

Additional Information

1. Please complete this application in its entirety. You may add other information as may be needed to adequately describe the purpose of seeking relief from the Arbitrator Panel / Board of Appeals.

[Support with citations(s), of pertinent ordinance(s), deeds, maps, documents, etc. Describe in detail what decision you are appealing; the date on which the decision was made; and, by whom, the facts surrounding this appeal, what you think is wrong about the decision which you are appealing, and what action you want the Board of Appeals to take in this matter. Also, please indicate how that Board's decision will affect you and/or your property. Use extra sheets if necessary and attach them to this application.]

2. A detailed plot plan or diagram must be provided showing dimensions and shape of the lot, the size and locations of existing buildings, the locations and dimensions of proposed buildings or alterations, and any natural or topographic features (wetlands, streams, etc) of the lot in question. This plot plan should also include the distances to the nearest structures on abutting properties and show the detail of any rights-of-way, easements, or other encumbrances.

3. Blueprints, surveys, photos and other documents may be helpful in explaining your request and should be included.



TOWN OF KITTERY MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328 Fax: (207) 439-6806

SEWER BETTERMENT ASSESSMENT APPEAL ARBITRATOR APPLICATION

NAME: _____ RESIDENCE: _____

MAILING: _____ E-MAIL: _____

PHONE #: (HOME) _____ (WORK) _____

I am a legal resident of the Town of Kittery.

My property is serviced by _____ Town sewer / _____ septic-leach field.

I understand that I must be disinterested or indifferent in the matter of a sewer betterment assessment appeal made by property owners affected by the 2015 Sewer Main Extension Project: and, that a relationship by consanguinity or affinity within the 6th degree according to the civil law, or within the degree of 2nd cousins inclusive, with any owner so affected, except by written consent of the parties, disqualifies me for this duty.

I have no known conflict of interest related to this matter, as defined in Maine law and the Kittery Town Charter.

I have been given copies of:

___ 30-A MRS §3442 & §3443;

___ Kittery Town Code Title 13, Article IV, Main Extensions (excerpted);

___ Project history; voter approved ballot article; and, project costing data;

___ Council-approved Assessment Plan and Calculation Bases; and

___ Appellant's Assessment Formal Notice and Timing of the Appeal.

(Appointee Signature)

(Date)

(Witness Signature)

(Date)



TOWN OF KITTERY MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

SEWER BETTERMENT ASSESSMENT APPEAL ARBITRATOR APPONTMENT

NAME: _____ RESIDENCE: _____

MAILING: _____ E-MAIL: _____

PHONE #: (HOME) _____ (WORK) _____

I am a legal resident of the Town of Kittery.

My property is serviced by _____ Town sewer / _____ septic-leach field.

I understand that I must be disinterested or indifferent in the matter of a sewer betterment assessment appeal made by:

_____; and
(Appellant Name / Address / Property Map & Lot #)

that a relationship by consanguinity or affinity within the 6th degree according to the civil law, or within the degree of 2nd cousins inclusive, except by written consent of the parties, disqualifies me for this duty.

I have no known conflict of interest related to this matter, as defined in Maine law and the Kittery Town Charter.

I have been given copies of:

___ 30-A MRS §3442 & §3443;

___ Kittery Town Code Title 13, Article IV, Main Extensions (excerpted);

___ Project history; voter approved ballot article; and, project costing data;

___ Council-approved Assessment Plan and Calculation Bases; and

___ Appellant's Assessment Formal Notice and Timing of the Appeal.

(Appointee Signature)

(Date)

(Witness Signature)

(Date)

ARBITRATION of ASSESSMENT APPEALS

The Kittery Town Council offers no direction or instruction on how Arbitrators for this matter may fulfill their obligation. The Arbitration “rules” are for guidance to conducting the process.

The following information is for Arbitrator consideration in dealing with the matter and its bases for reaching its decision.

1. Determine if the plan:

- Assessed “*a sum not exceeding the benefit the municipal officers may deem just and equitable towards defraying the expenses of said sewer construction*”.

(Title 13.1.4.3.1 Determination of Benefits.)

Just: Based on or behaving according to what is morally right and fair.

Equitable: Fair and impartial

- Did not “*not exceed one-half the cost of the entire project contract price*”
(Title 13.1.4.3.2 Limitation on Assessment—Formula for Determining Cost.)

- Utilized “*a formula for determining the fair and equitable cost to the owner or owners of land so benefited*”.

(Title 13.1.4.3.2 Limitation on Assessment—Formula for Determining Cost.)

Fair: Just or appropriate in the circumstances:

Equitable: Fair and impartial

- Assessment dimensions of the property and other arithmetical calculations used for calculating the assessment are correct.

- Assessment formula for this assessment is the same as all other in the assessment plan.

2. Determine if there are mitigating factors related to this Appeal not considered in the plan. (e.g. unbuildable area; no access to some/all of the property; number of bathrooms or other sewer drain connections; property was considered in “like” fashion with others (e.g. residential, commercial; growth criteria; existing dwellings); other factors).

3. Does the sum of the information/circumstances presented and reviewed warrant a revision of the Assessment?

4. What revision to the Assessment is decided upon, or not; and, what is the basis of the decision?

BASES FOR ASSESSMENT ARBITRATOR DECISIONS

1. Basis in Law / Prerequisites.

A. The Arbitrators must determine whether the appellant has legal standing and that basic Appeal form(s) and material(s) are complete and were filed timely.

B. If the Arbitrators determines the appellant has not met these preliminary requirements they must deny the Appeal, expressly stating the reason(s).

C. If the Arbitrators decide the appellant has met these preliminary requirements then it may proceed with substantive review.

2. Checklist for Reviewing Evidence.

Before the Arbitrators decide whether to hear, approve, or deny, the Appeal, they must establish the following:

1) What do the ordinance/statute(s) require the appellant to prove?

3) What factors must the Arbitrators consider under the ordinance/statute(s) in deciding whether to approve the Appeal?

4) Has the appellant met the burden of proof, i.e. has the appellant presented all the evidence which the Arbitrators need to determine whether the Appeal should be granted? Is that evidence substantial? Is it credible? Is it outweighed by conflicting evidence?

5) To what extent does the ordinance/statute(s) authorize the Arbitrators to impose conditions on its approval?

3. Arbitrators' Decision Basis.

A. As a general rule, the Arbitrators must determine whether there is sufficient evidence in the record to support a decision to grant the Appeal by comparing the information in the record to the requirements of the ordinance/statute.

B. The Arbitrators must not base their decision on the amount of public opposition or support displayed for the Appeal. Nor must their decision be based on their general opinion that the Appeal would be "good" or "bad" for the community. Their decision must be based solely on whether the appellant has met the burden of proof to be granted relief.

4. Standards of Consideration.

4.1 Substantial Evidence Test.

Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. The fact that two inconsistent conclusions can be drawn from the recorded evidence related to a specific performance standard does not mean that the Arbitrators' conclusion regarding that standard is not supported by "substantial evidence."

Unless the appellant can demonstrate both that the Arbitrators' findings are unsupported by record evidence and that the record compels contrary findings, the Arbitrators are to deny an Appeal on the basis that shows that the proposed project would have specific adverse consequences in violation of the criteria for approval.

4.2 Investigation by Arbitrators Members.

If Arbitrators do conduct independent investigations in order to generate information needed to help the Arbitrators analyze an Appeal and reach a decision, those members must be careful to be objective in their quest; otherwise, the appellant may have grounds to cite one or more members for bias or due process violations. Such member must use the pro forma guide approved by the Arbitrators.

4.4 Staff Interpretations.

Where a municipal official whose principal job is to interpret an ordinance/statute(s) offers statements about the proper legal-technical interpretation of the matter and whether the appellant's evidence was sufficient to comply with the requirements, the opinion of that official is entitled to some deference.

4.5 Reopening the Hearing Process.

The Arbitrators may reopen the hearing process to allow an appellant to submit new evidence to clarify a technical issue and modify its plan without allowing additional public comment. The Arbitrators should consider whether there had been prior hearings that were more than adequate to afford due process.

4.6 Preserving Objections for Appeal.

If a party to the proceedings has any objections to procedures or proposed findings by the Arbitrators, the party should raise them at the meeting so that the Arbitrators has a chance to consider them and address them in its decision. Failure to raise objections before the Arbitrators may prevent that person or any other party from making those objections in an appeal to the Superior Court.

4.7 Unpreserved Error.

In a case where mistakes made by an agency were not objected to as the law requires the Arbitrators may choose to look at the mistake even though there was no objection, if it determines that the error was evident, obvious, and clear, and materially prejudiced a substantial right, meaning that it was likely that the mistake affected the outcome of the case in a significant way. If a party commits forfeiture of error, e.g., by failing to raise a timely objection, then on appeal, the burden of proof is on that party to show that plain error occurred. If the party did raise a timely objection that was overruled, then on appeal, the burden of proof is on the other party to show that the error was harmless error.

4.8 Findings of Fact.

The summary of facts for all appeal/request decisions must include:

- the name of the appellant;
- basic description of the issue on Appeal;
- key elements of the issue and applicable ordinance(s)/statute(s);
- evidence submitted by the appellant beyond what is shown on a plan;
- evidence submitted by people other than the appellant either for or against the issue; and
- evidence which the Arbitrators enter into the record based on the personal knowledge of its members or experts which the Arbitrators has retained on its own behalf.

4.9 Notice of Decisions of the Arbitrators of Appeals.

Written notice of the Arbitrators' decision must be sent to the appellant, the Town manager, cognizant municipal department heads, and Town Council within seven (7) days of the decision. The vote of each member must be part of the record. The written notice of the decision must include the Arbitrators' Findings of Fact. In the case of denials, the statement of findings must include the reason for the denial.



TOWN OF KITTERY, MAINE

SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 439-4646 Fax: (207) 439-2799

10/21/2014

Ms. Mary Dennett
Mr. John Dennett
182 Whipple Rd
Kittery ME 03904

Dear Mary

After further review and consideration of other land owner's negotiations, I am proposing to waive your connection fee to the sewer on 3 connection points, one on Martin Rd and the other on the Dennett Rd Property. The waiver is in consideration of your willingness to grant an easement to the Town for a sewer line and pumping station, on your property on Martin Rd.

Each connection fee is \$2000.00, for 3 connection fees would be \$6000.00. With 1 fixture count of \$400.00, for a total of \$6400.00 the total amount mentioned can be credited towards any combination of connection, where applicable.

The Town has offered this for other property owners, who have accepted our offer in exchange for an easement on their property. If you choose to accept the Town's offer, you may respond in a letter or a phone call to myself, at the address or phone number below.

Sincerely Yours

George Kathios
Superintendent of Wastewater Services
Town of Kittery
200 Rogers Rd
Kittery Me 03904
1-207-439-4646



BK 16927 PGS 381 - 384
INSTR # 2014047349
RECEIVED YORK SS

11/21/2014 08:56:09 AM
DEBRA ANDERSON
REGISTER OF DEEDS

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **MARY D. DENNETT**, of Kittery, County of York and State of Maine, having a mailing address of 182 Whipple Road, Kittery, Maine 03904 (hereinafter referred to as Grantor), for consideration paid, **GRANTS to THE INHABITANTS OF THE TOWN OF KITTERY**, York County, Maine, with a mailing address of 200 Rogers Road, Kittery, County of York, State of Maine 03904 (hereinafter referred to as Grantee), its successors and assigns, a right-of-way and easement, including a temporary easement for construction purposes only, for the purposes of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, and removing sewer pipelines, a wastewater pumping station and all improvements and accessories related thereto, for the transportation of sewage through said pipelines and wastewater pumping station, at a location and on a route as described herein, on, in, over, and through the land of the Grantor located on Martin Road, Kittery, County of York, State of Maine, said land being the same premises conveyed to the Grantor, Mary D. Dennett and William A. Dennett, as joint tenants, by deed of William A. Dennett dated December 30, 1994 and recorded in the York County Registry of Deeds in Book 7299, Page 333. The said William A. Dennett having died on January 5, 2013, leaving the Grantor as the surviving joint tenant.

This right-of-way and easement is subject to the following declaration of covenants, conditions, limitations, restrictions and easements, which said declarations shall constitute covenants to run with all of the aforesaid described land and shall be binding upon the Grantee herein and all other persons and parties claiming through the Grantee herein and for the benefit of and limitation upon all future owners of said land and premises. Such land is referred to herein as the premises, such right-of-way is referred to herein as the right-of-way. The location of said right-of-way and easement is as follows:

See description of "PERMANENT SEWER EASEMENT" attached hereto and made a part hereof.

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the pipelines, wastewater pumping station and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

Grantee shall have the right to enter upon the right of way for any and all purposes necessary or convenient to construct, maintain, and operate the pipelines and wastewater pumping station, to grade, construct, pave and maintain an access drive and retaining wall and all improvements related thereto, and for any and all purposes necessary or convenient to the exercise by the Grantee or its successors or assigns of the rights granted herein, provided however that any and all purposes necessary or convenient to be exercised by the Grantee or its successors or assigns are subject to the following restrictions:

- (1) Any and all construction or construction necessary to maintain the pipelines and wastewater pumping station shall take place within the easement and shall comply with the Town of Kittery design and construction standards and specifications for sewer pipelines. The Grantor shall be given reasonable notice of all construction, reconstruction, or maintenance activity within the easement.

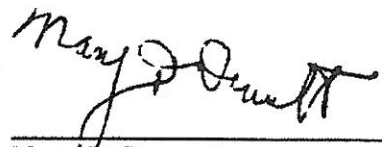
4987 McEachern & Thornhill
P.O. Box 360 Kittery, ME. 03904

- (2) During the initial construction and in any subsequent construction to maintain the pipelines and wastewater pumping station, the Grantee shall keep any and all construction activities within the boundaries of the easement. No construction materials, severed growth or excess fill shall be placed on the Grantor's property outside of the limits of the easement.
- (3) During the initial construction and in any subsequent construction necessary to maintain the pipelines and wastewater pumping station, the Grantee will remove any and all severed undergrowth and construction material within the easement.
- (4) After any construction is completed, the Grantee will remove any excess material that was used in the construction process.
- (5) After any construction is completed, the Grantee will grade, loam and seed any areas that have been disturbed as the result of the construction.
- (6) The pipelines are to be buried to a depth that is sufficient to allow heavy equipment to pass and re-pass and to avoid any interference with any growth on the surface of the land. Said Grantee shall construct and maintain and operate such pipelines in a manner as to minimally impact any trees or other growth in or above the right-of-way and easement granted herein.
- (7) Any and all of these restrictions shall apply to any and all construction repair or maintenance on the easement by the Grantee or all other persons and parties claiming through the Grantee and all of these restrictions shall specifically constitute part of the covenants to run with the aforementioned described land.
- (8) Any and all cost and expense associated with improvements within the easement and maintaining the same shall be borne by the Grantee, its successors and assigns, at their sole expense and at their sole risk and liability, except as provided herein.

Grantor reserves the right to use and enjoy the premises to the fullest possible extent without unreasonable interference from the exercise by Grantee of the rights granted herein.

WITNESS my hand this 17th day of November, 2014.


Witness


Mary D. Dennett

STATE OF MAINE
YORK, ss.

November 17, 2014

Then personally appeared Mary D. Dennett, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

(seal)



Dan W. Thornhill
Notary Public
My Commission Expires: 7/25/19

Seal

McEACHERN & THORNHILL
P.O. Box 360
Kittery, ME 03904
207-439-4881

\\DWT\kittery dennett easement

**MARY D. DENNETT
TO
THE INHABITANTS OF THE TOWN OF KITTERY**

PERMANENT SEWER EASEMENT

A certain tract or parcel of land located on the southerly side of Martin Road, in the Town of Kittery, York County, Maine, being further bounded and described as follows:

Beginning at a 3/4" iron pipe found in a stone wall on the southerly sideline of Martin Road, at the western most corner of a parcel of land now or formerly of Richard C. Burbank and Karen C. Burbank, said iron pipe also bearing N 57° 56' 28" E a distance of 115.21 feet from a 5/8" iron rod with a cap marked "CIVIL CONSULT" found on the southerly line of Martin Road at the northwesterly corner of remaining land now or formerly of William A. and Mary D. Dennett, as shown on an unrecorded plan filed at the town office and titled "Sketch of Proposed Conveyances by William A. and Mary D. Dennett — Martin Road - Kittery - Maine" by Civil Consultants, dated May 7, 2003.

Thence through land of said Dennett the following three courses:

S 49° 28' 51" E a distance of 14.58 feet,

S 47° 24' 16" W a distance of 52.16 feet, and

N 47° 35' 46" W a distance of 24.34 feet to the southerly line of said Martin Road, thence, N 57° 56' 28" E by said Martin Road a distance of 53.43 feet to an iron pipe and the Point of Beginning.

Said Easement containing 1,004 square feet, more or less.

Said above described Permanent Sewer Easement being shown on a plan to be recorded titled "Plan of Sewer Easement prepared for the Town of Kittery, Martin Road, Kittery, York County, Maine" by WSP dated September 23, 2014.



TOWN OF KITTERY, MAINE

SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 439-4646 Fax: (207) 439-2799

11/3/2014

Mr. Gerasin
1Route 236
Kittery ME 03904

Dear Mr. Gerasin

After further review and consideration of other land owner's negotiations, I am proposing to waive your connection fee to the sewer on 3 connection points. The waiver is in consideration of your willingness to grant an easement for a right of way and easement for purposes of laying, replacing, substituting and removing sewer pipelines, for the transportation of sewage. Each connection fee is \$2000.00, for 3 connection fees would be \$6000.00. With 1 fixture count of \$400.00, for a total of \$6400.00 the total amount mentioned can be credited towards any combination of connection, where applicable. In addition the Town will provide a total of five frontage connection points. Connections and there location can be coordinated with Kleinfelder, during the design phase.

The Town has offered this for other property owners, who have accepted our offer in exchange for an easement on their property. If you choose to accept the Towns offer, you may respond in a letter or a phone call to myself, at the address or phone number below.

Sincerely Yours

George Kathios
Superintendent of Wastewater Services
Town of Kittery
200 Rogers Rd
Kittery Me 03904



BK 16927 PGS 385 - 390 11/21/2014 08:56:09 AM
INSTR # 2014047350 DEBRA ANDERSON
RECEIVED YORK SS REGISTER OF DEEDS

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that GERASIN FAMILY REALTY, LLC, a Maine limited liability company, having a mailing address of 1 Route 236, Kittery, Maine 03904 (hereinafter referred to as Grantor), for consideration paid, GRANTS to THE INHABITANTS OF THE TOWN OF KITTERY, York County, Maine, with a mailing address of 200 Rogers Road, Kittery, County of York, State of Maine 03904 (hereinafter referred to as Grantee), its successors and assigns, a right-of-way and easement for the purposes of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, and removing sewer pipelines, for the transportation of sewage through said pipelines, and including the construction, maintenance and repair of an access drive, at a location and on a route as described herein, on, in, over, and through the land of the Grantor located on Route 236, Kittery, County of York, State of Maine, said land being the same premises conveyed to the Grantor by deed of GAM, LLC dated July 9, 2014 and recorded in the York County Registry of Deeds in Book 16851, Page 785.

This right-of-way and easement is subject to the following declaration of covenants, conditions, limitations, restrictions and easements, which said declarations shall constitute covenants to run with all of the aforesaid described land and shall be binding upon the Grantee herein and all other persons and parties claiming through the Grantee herein and for the benefit of and limitation upon all future owners of said land and premises. Such land is referred to herein as the premises, such right-of-way is referred to herein as the right-of-way. The location of said right-of-way and easement is as follows:

See Description of "SEWER EASEMENT A1" and "SEWER EASEMENT A2" attached hereto and made a part hereof.

The rights and obligations set forth herein shall run with the land be possessed and enjoyed by the Grantor, Grantee, and each of their successors and assigns, so long as the pipelines and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

Grantee shall have the right to enter upon the right of way for any and all purposes the Grantee deems necessary to construct, maintain, and operate the pipelines, to grade, construct, pave and maintain an access drive and all improvements related thereto, and for any and all purposes the Grantee deems necessary to the exercise by the Grantee or its successors or assigns of the rights granted herein, provided however that any and all purposes necessary or convenient to be exercised by the Grantee or its successors or assigns are subject to the following restrictions:

- (1) Any and all construction or construction necessary to maintain the pipelines shall take place within the easement and shall comply

4pg → McEachern & Thornhill

with the Town of Kittery design and construction standards and specifications for sewer pipelines. The Grantor shall be given reasonable notice of all construction, reconstruction, or maintenance activity within the easement.

- (2) During the initial construction and in any subsequent construction to maintain the pipelines and access drive, the Grantee shall keep any and all construction activities within the boundaries of the easement. No construction materials, severed growth or excess fill shall be placed on the Grantor's property outside of the limits of the easement.
- (3) During the initial construction and in any subsequent construction necessary to maintain the pipelines and access drive, the Grantee will remove any and all severed undergrowth and construction material within the easement.
- (4) After any construction is completed, the Grantee will remove any excess material that was used in the construction process.
- (5) After any construction is completed, the Grantee will grade, loam and seed any areas that have been disturbed as the result of the construction.
- (6) The pipelines are to be buried to a depth that is sufficient to allow heavy equipment to pass and re-pass and to avoid any interference with any growth on the surface of the land. Said Grantee shall construct and maintain and operate such pipelines in a manner as to minimally impact any trees or other growth in or above the right-of-way and easement granted herein.
- (7) Any and all of these restrictions shall apply to any and all construction repair or maintenance on the easement by the Grantee or all other persons and parties claiming through the Grantee and all of these restrictions shall specifically constitute part of the covenants to run with the aforementioned described land.
- (8) Any and all cost and expense associated with improvements within the easement and maintaining the same shall be borne by the Grantee, its successors and assigns, at their sole expense and at their sole risk and liability, except as provided herein. Grantee hereby releases, holds harmless and shall indemnify Grantor from and against any and all loss, harm or damage to persons or property arising as a result of the easement, sewer line, and its installation, maintenance and repair, and/or Grantee's activities

upon Grantor's property with respect to the sewer easement granted herein.

Grantor reserves the right to use and enjoy the premises to the fullest possible extent without unreasonable interference from the exercise by Grantee of the rights granted herein.

WITNESS my hand this 12 day of November, 2014.

GERASIN FAMILY REALTY, LLC

Samantha L. Wibel
Witness

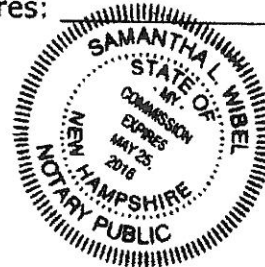
By: David Gerasin
David Gerasin, Manager

STATE OF NEW HAMPSHIRE
ROCKINGHAM, ss.

November 12, 2014

Then personally appeared David Gerasin, Manager of Gerasin Family Realty, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Gerasin Family Realty, LLC.
Before me,

Samantha L. Wibel
_____, Notary Public
My Commission Expires: _____



McEACHERN & THORNHILL
P.O. Box 360
Kittery, ME 03904
207-4394881

GERASIN FAMILY REALTY, LLC
TO
THE INHABITANTS OF THE TOWN OF KITTERY

SEWER EASEMENT AI

A certain tract or parcel of land located westerly of State Route 236, in the Town of Kittery, York County, Maine, being further bounded and described as follows: Beginning on the northwesterly corner of land of the Gerasin Family Trust as shown as Map 21 Lot 18 and the southwesterly corner of land of Seward Properties LLC as shown as Map 21 Lot 18A on a plan titled "Standard Boundary Survey & Division of Land Plan for Property at 1 & 7 Route 236, Kittery, York County, Maine, owned by Daniel O. Seaward", revised November 24, 2008, and recorded in Plan Book 335, Pages 5 & 6.

Said point being situated S 13° 03' 23" W, a distance of 212.92 feet from a Drill Hole in a Stone Bound found on the northwesterly corner of said lot 18A.

Thence, N 74° 28' 02" E, along Lot 18A and Easement BI, a distance of 75.16 feet, Thence, S 13° 03' 23" W, through said Lot 18 a distance of 1841.42 feet to the northwesterly sideline of Interstate 95 as shown on the State Of Maine Highway Commission Right Of Way Map, State Highway "95", Kittery, York County, Maine, Federal Aid Project No. 1-95-1 (2) Section 2, S.H.C. File No. 16-181, Dated July, 1967. Thence S 44° 41' 19" W, along said Interstate 95 a distance of 125.84 feet to land now or formerly of Cullen,

Thence S 13° 03' 23" E, along said Cullen and said Dennett a distance of 1912.59 feet to Easement B1 and the Point of Beginning.

Said Easement containing 123,880 square feet, more or less.

Said above described Easement AI being shown on a plan to be recorded titled "Plan of Sewer Easements prepared for the Town of Kittery, 1 & 7 Route 236, Kittery, York County, Maine" by WSP dated September 23, 2014.

GERASIN FAMILY REALTY, LLC
TO
THE INHABITANTS OF THE TOWN OF KITTERY
SEWER EASEMENT A2

A certain tract or parcel of land located on the westerly sideline State Route 236, in the Town of Kittery, York County, Maine, being further bounded and described as follows: Beginning on the northeasterly corner of land of the Gerasin Family Trust as shown as Map 21 Lot 18 and the southeasterly corner of land of Seward Properties LLC as shown as Map 21 Lot 18A on a plan titled "Standard Boundary Survey & Division of Land Plan for Property at 1 & 7 Route 236, Kittery, York County, Maine, owned by Daniel O. Seaward", revised November 24, 2008, and recorded in Plan Book 335, Pages 5 & 6. Said point being situated S 15° 31' 58" E, along said Route 236, a distance of 325.00 feet from a Drill Hole in a Stone Bound found on the northeasterly corner of said lot 18A. Thence, S 15° 31' 58" E, along said Route 236, a distance of 5.90 feet, Thence, through said Lot 18 the following four courses:
S 47° 54' 06" W a distance of 98.61 feet,
S 74° 28' 02" W a distance of 70.84 feet,
N 85° 03' 06" W a distance of 168.36 feet, and
N 59° 24' 36" W a distance of 126.37 feet to Lot 18A and Easement BI,
Thence N 74° 28' 02" E along Easement BI a distance of 69.36 feet,
Thence, through said Lot 18 the following two courses:
S 59° 24' 36" E a distance of 66.91 feet, and
S 85° 03' 06" E a distance of 147.95 feet to Lot 18A,
Thence, N 74° 28' 02" E along Lot 18A and Easement B2 a distance of 150.00 feet to Route 236 and the Point of Beginning.

Said Easement containing 18,551 square feet, more or less.

Said above described Easement A2 being shown on a plan to be recorded titled "Plan of Sewer Easements prepared for the Town of Kittery, 1 & 7 Route 236, Kittery, York County, Maine" by WSP dated September 23, 2014.



TOWN OF KITTERY, MAINE

SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 439-4646 Fax: (207) 439-2799

11/3/2014

Mr. Daniel O. Seaward Jr
2 Chauncey Creek Rd
Kittery Point ME 03905-5200

Dear Mr. Seaward

After further review and consideration of other land owner's negotiations, I am proposing to waive your connection fee to the sewer on 2 connection points. The waiver is in consideration of your willingness to grant an easement for a right of way and easement for purposes of laying, replacing, substituting, removing sewer pipelines, installing a pump station, for the transportation of sewage. Each connection fee is \$2000.00, for 2 connection fees would be \$4000.00. With 1 fixture count of \$400.00, for a total of \$4400.00 the total amount mentioned can be credited towards any combination of connection, where applicable. In addition the Town will provide a total of two frontage connection points. Connections and there location can be coordinated with Kleinfelder, during the design phase.

The Town has offered this for other property owners, who have accepted our offer in exchange for an easement on their property. If you choose to accept the Towns offer, you may respond in a letter or a phone call to myself, at the address or phone number below.

Sincerely Yours

George Kathios
Superintendent of Wastewater Services
Town of Kittery
200 Rogers Rd



BK 16928 PGS 222 - 226
INSTR # 2014047556
RECEIVED YORK SS

11/24/2014 08:40:52 AM
DEBRA ANDERSON
REGISTER OF DEEDS

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **SEAWARD PROPERTIES LLC**, a Maine limited liability company, having a mailing address of 2 Chauncey Creek Road, Kittery Point, Maine 03905 (hereinafter referred to as Grantor), for consideration paid, **GRANTS to THE INHABITANTS OF THE TOWN OF KITTERY**, York County, Maine, with a mailing address of 200 Rogers Road, Kittery, County of York, State of Maine 03904 (hereinafter referred to as Grantee), its successors and assigns, a right-of-way and easement for the purposes of laying, constructing, operating, inspecting, maintaining, repairing, replacing, substituting, and removing sewer pipelines and a wastewater pumping station, for the transportation of sewage through said pipelines and wastewater pumping station, and including the construction, maintenance and repair of an access drive and turnaround, at a location and on a route as described herein, on, in, over, and through the land of the Grantor located on Route 236, Kittery, County of York, State of Maine, said land being the same premises conveyed to the Grantor by deed of Esther J. Seaward, et. al., dated January 2, 2013 and recorded in the York County Registry of Deeds in Book 16500, Page 611.

This right-of-way and easement is subject to the following declaration of covenants, conditions, limitations, restrictions and easements, which said declarations shall constitute covenants to run with all of the aforesaid described land and shall be binding upon the Grantee herein and all other persons and parties claiming through the Grantee herein and for the benefit of and limitation upon all future owners of said land and premises. Such land is referred to herein as the premises, such right-of-way is referred to herein as the right-of-way. The location of said right-of-way and easement is as follows:

See Description of "SEWER EASEMENT B1" and "SEWER EASEMENT B2" attached hereof and made a part hereto. The wastewater pumping station and turnaround shall be located within the area shown as "Easement B1" as shown on said plan.

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the pipelines, wastewater pumping station and appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

Grantee shall have the right to enter upon the right of way for any and all purposes necessary or convenient to construct, maintain, and operate the pipelines and wastewater pumping station, to grade, construct, pave and maintain an access drive and turnaround and all improvements related thereto, and for any and all purposes necessary or convenient to the exercise by the Grantee or its successors or assigns of the rights granted herein, provided however that any and all purposes necessary or convenient to be exercised by the Grantee or its successors or assigns are subject to the following restrictions:

- (1) Any and all construction or construction necessary to maintain the pipelines and wastewater pumping station shall take place within the easement and shall comply with the Town of Kittery design and construction standards and specifications for sewer pipelines. The Grantor shall be given reasonable notice of all construction, reconstruction, or maintenance activity within the easement.


505 -> inc. E. Seaward + Inhabitants of Kittery, Me 03904
P.O. Box 360 Kittery, Me 03904

- (2) During the initial construction and in any subsequent construction to maintain the pipelines, wastewater pumping station, access drive and turnaround, the Grantee shall keep any and all construction activities within the boundaries of the easement. No construction materials, severed growth or excess fill shall be placed on the Grantor's property outside of the limits of the easement.
- (3) During the initial construction and in any subsequent construction necessary to maintain the pipelines, wastewater pumping station, access drive and turnaround, the Grantee will remove any and all severed undergrowth and construction material within the easement.
- (4) After any construction is completed, the Grantee will remove any excess material that was used in the construction process.
- (5) After any construction is completed, the Grantee will grade, loam and seed any areas that have been disturbed as the result of the construction.
- (6) The pipeline are to be buried to a depth that is sufficient to allow heavy equipment to pass and re-pass and to avoid any interference with any growth on the surface of the land. Said Grantee shall construct and maintain and operate such pipelines in a manner as to minimally impact any trees or other growth in or above the right-of-way and easement granted herein.
- (7) Any and all of these restrictions shall apply to any and all construction repair or maintenance on the easement by the Grantee or all other persons and parties claiming through the Grantee and all of these restrictions shall specifically constitute part of the covenants to run with the aforementioned described land.
- (8) Any and all cost and expense associated with improvements within the easement and maintaining the same shall be borne by the Grantee, its successors and assigns, at their sole expense and at their sole risk and liability, except as provided herein.

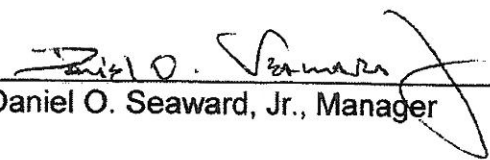
Grantor reserves the right to use and enjoy the premises to the fullest possible extent without unreasonable interference from the exercise by Grantee of the rights granted herein.

WITNESS my hand this 21st day of November, 2014.

SEAWARD PROPERTIES LLC



Witness

By: 

Daniel O. Seaward, Jr., Manager

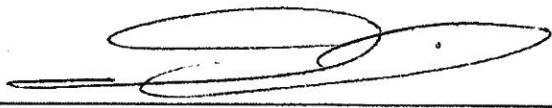
STATE OF MAINE
YORK, ss.

November 21, 2014

Then personally appeared Daniel O. Seaward, Jr., Manager of Seaward Properties LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Seaward Properties LLC.

Before me,

(seal)



Dan W. Thornhill, Notary Public
My Commission Expires: 7/25/19

Seal

McEACHERN & THORNHILL
P.O. Box 360
Kittery, ME 03904
207-439-4881

\\DWT\kittery seaward easement

**SEAWARD PROPERTIES LLC
TO
THE INHABITANTS OF THE TOWN OF KITTERY**

SEWER EASEMENT B1

A certain tract or parcel of land located westerly of State Route 236, in the Town of Kittery, York County, Maine, being further bounded and described as follows:

Beginning on the northwesterly corner of land of the Gerasin Family Trust as shown as Map 21 Lot 18 and the southwesterly corner of land of Seward Properties LLC as shown as Map 21 Lot 18A on a plan titled "Standard Boundary Survey & Division of Land Plan for Property at 1 & 7 Route 236, Kittery, York County, Maine, owned by Daniel O. Seaward", revised November 24, 2008, and recorded in Plan Book 335, Pages 5 & 6.

Said point being situated S 13° 03' 23" W, a distance of 212.92 feet from a Drill Hole in a Stone Bound found on the northwesterly corner of said lot 18A.

Thence, N 74° 28' 02" E, along Lot 18 and Easements A1 and A2, a distance of 175.49 feet,

Thence, N 59° 24' 36" W, through said Lot 18A a distance of 161.60 feet to land now or formerly of Dennett,

Thence S 13° 03' 23" W, a distance of 132.66 feet to Easement A1 and the Point of Beginning.

Said Easement containing 10,221 square feet, more or less.

Said above described Easement B1 being shown on a plan to be recorded titled "Plan of Sewer Easements prepared for the Town of Kittery, 1 & 7 Route 236, Kittery, York County, Maine" by WSP dated September 23, 2014.

**SEAWARD PROPERTIES LLC
TO
THE INHABITANTS OF THE TOWN OF KITTERY**

SEWER EASEMENT B2

A certain tract or parcel of land located on the westerly sideline State Route 236, in the Town of Kittery, York County, Maine, being further bounded and described as follows:

Beginning on the northeasterly corner of land of the Gerasin Family Trust as shown as Map 21 Lot 18 and the southeasterly corner of land of Seward Properties LLC as shown as Map 21 Lot 18A on a plan titled "Standard Boundary Survey & Division of Land Plan for Property at 1 & 7 Route 236, Kittery, York County, Maine, owned by Daniel O. Seaward", revised November 24, 2008, and recorded in Plan Book 335, Pages 5 & 6.

Said point being situated S 15° 31' 58" E, along said Route 236, a distance of 325.00 feet from a Drill Hole in a Stone Bound found on the northeasterly corner of said lot 18A.

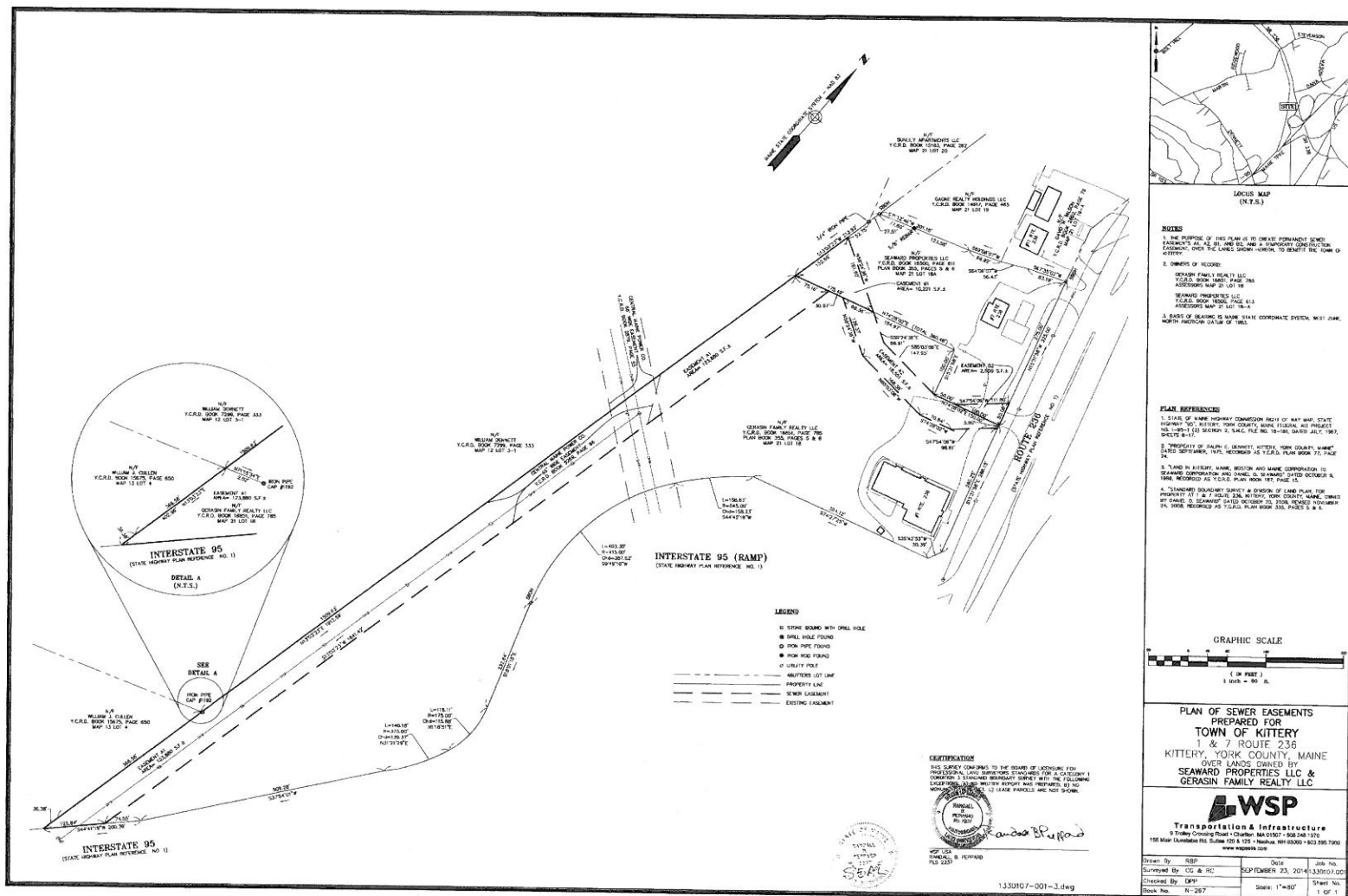
Thence, N 15° 31' 58" W, along said Route 236, a distance of 50.00 feet,

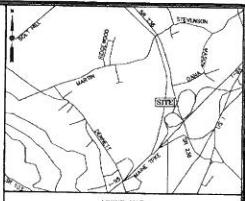
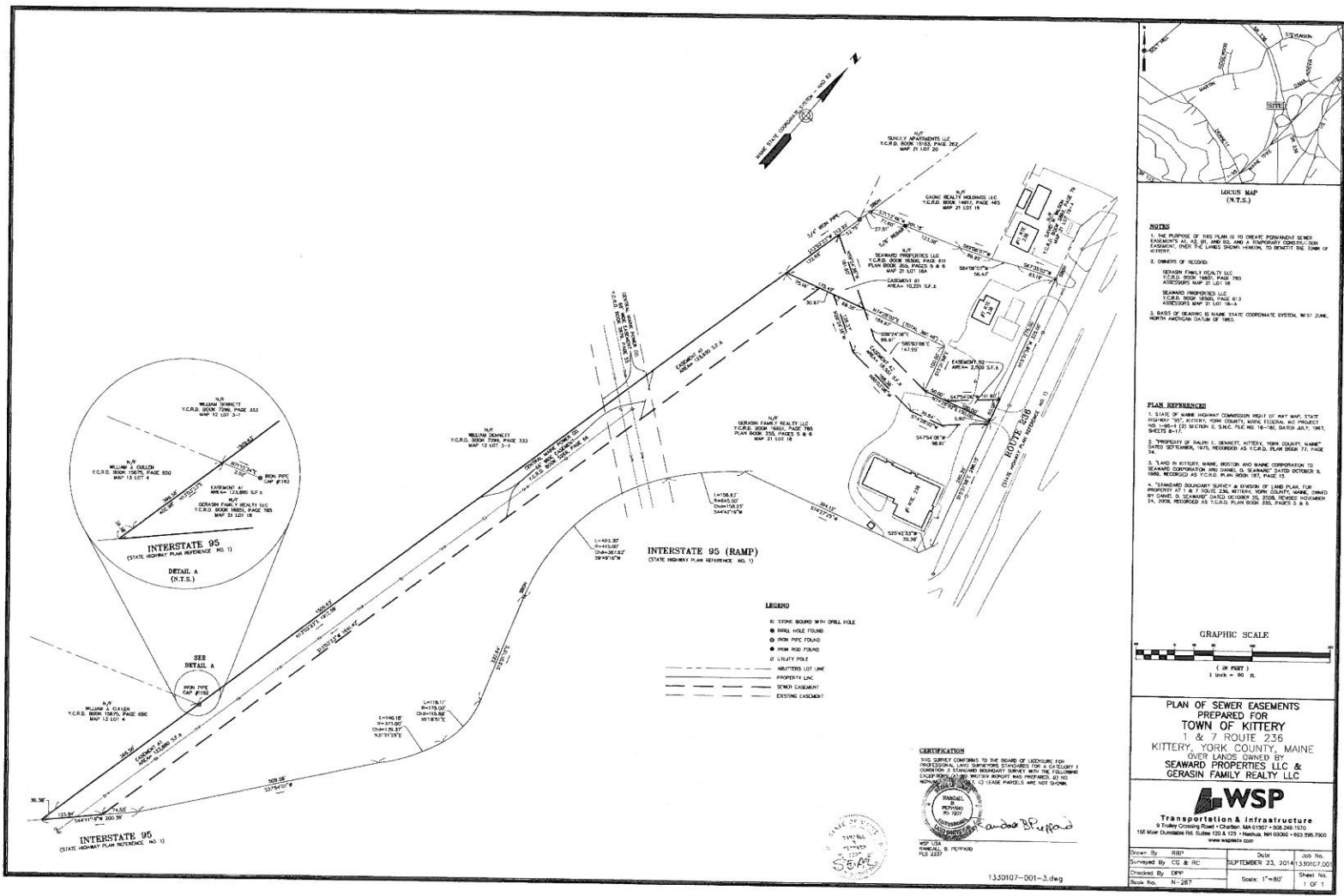
Thence, S 47° 54' 06" W, through said Lot 18A a distance of 111.80 feet to the northerly line of Lot 18,

Thence N 74° 28' 02" E along Lot 18 and Easement A2 a distance of 100.00 feet to Route 236 and the Point of Beginning.

Said Easement containing 2,500 square feet, more or less.

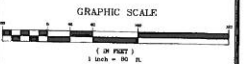
Said above described Easement B2 being shown on a plan to be recorded titled "Plan of Sewer Easements prepared for the Town of Kittery, 1 & 7 Route 236, Kittery, York County, Maine" by WSP dated September 23, 2014.





- NOTES**
1. THE PURPOSE OF THIS PLAN IS TO DETERMINE THE EXISTING AND PROPOSED EASEMENTS AND RIGHTS OF WAY FOR THE INTERSTATE 95 (RAMP) PROJECT. THE PLAN IS BASED ON THE SURVEY DATA AND THE RECORDS OF THE TOWN OF KITTERY.
 2. THE EASEMENTS AND RIGHTS OF WAY ARE SHOWN ON THE PLAN AND ARE BASED ON THE RECORDS OF THE TOWN OF KITTERY.
 3. THE EASEMENTS AND RIGHTS OF WAY ARE BASED ON THE RECORDS OF THE TOWN OF KITTERY.

- PLAN REFERENCES**
1. STATE OF MAINE HIGHWAY COMMISSION RIGHT OF WAY MAP, STATE HIGHWAY 101, KITTERY, YORK COUNTY, MAINE, 1987, SHEET 101-1.
 2. TOWN OF KITTERY, MAINE, RECORD AS TOWN MAP 77, PAGE 12.
 3. TOWN OF KITTERY, MAINE, RECORD AS TOWN MAP 77, PAGE 12.
 4. TOWN OF KITTERY, MAINE, RECORD AS TOWN MAP 77, PAGE 12.
 5. TOWN OF KITTERY, MAINE, RECORD AS TOWN MAP 77, PAGE 12.



**PLAN OF SEVER EASEMENTS
PREPARED FOR
TOWN OF KITTERY
1 & 7 ROUTE 236
KITTERY, YORK COUNTY, MAINE
OWNED BY
SEAWARD PROPERTIES LLC &
GERARDIN FAMILY REALTY LLC**

WSP
Transportation & Infrastructure
150 Main Street, Suite 200, Kittery, ME 03906
www.wspmaine.com

Drawn By: [Signature] Date: [Date]
Checked By: [Signature] Date: [Date]
Scale: 1"=100'

	A	B	C	D	E	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	Fiscal Year	O&M Expense	Debt Service	TOTAL EXPENSE	General Users	PNS	PNS Housing	Elitor	Septic Haulers	BOC Gas	Arbo / New	Assessment / Bond	Impact Fee Reserve	New Impact Fee	TIF # 3	CIP/Self Loan	TOTAL REVENUE	VARIANCE	
2	17	\$1,547,904	\$851,117	\$2,399,021	\$1,162,255	\$580,695	\$93,590	\$177,138	\$37,371	\$17,419	\$7,405	\$100,000	\$176,618	\$47,500	\$46,530		\$2,399,021	\$0.00	
3	18	\$1,547,904	\$849,214	\$2,397,118	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$92,103		\$64,189	\$175,500	\$13,493		\$2,397,118	\$0.00	
4	19	\$1,547,904	\$849,028	\$2,396,931	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$92,103			\$175,500	\$13,493		\$2,460,928	\$63,997.30	
5	20	\$1,547,904	\$847,503	\$2,395,407	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$92,103			\$175,500	\$13,493		\$2,460,928	\$65,521.78	
6	21	\$1,547,904	\$845,957	\$2,393,861	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973		\$73,563		\$13,493		\$2,393,861	\$0.00	
7	22	\$1,547,904	\$844,274	\$2,392,178	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973		\$71,880		\$13,493		\$2,392,178	\$0.00	
8	23	\$1,547,904	\$843,741	\$2,391,645	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973		\$71,347		\$13,493		\$2,391,645	\$0.00	
9	24	\$1,547,904	\$771,941	\$2,319,845	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973				\$13,493		\$2,320,298	\$453.17	
10	25	\$1,547,904	\$973,594	\$2,521,497	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973	\$155,825	\$45,375		\$13,493		\$2,521,497	\$0.00	
11	26	\$1,547,904	\$973,595	\$2,521,498	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973	\$201,200			\$13,493		\$2,521,497	\$0.00	
12	27	\$1,547,904	\$973,594	\$2,521,498	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973	\$201,200			\$13,493		\$2,521,498	\$0.00	
13	28	\$1,547,904	\$973,595	\$2,521,497	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973	\$201,199			\$13,493		\$2,521,497	\$0.00	
14	29	\$1,547,904	\$973,594	\$2,521,498	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973	\$201,200			\$13,493		\$2,521,498	\$0.00	
15	30	\$1,547,904	\$973,595	\$2,521,498	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973	\$201,200			\$13,493		\$2,521,498	\$0.00	
16	31	\$1,547,904	\$973,594	\$2,521,497	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973	\$50,012			\$13,493	\$151,188	\$2,521,497	\$0.00	
17	32	\$1,547,904	\$783,397	\$2,331,300	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973				\$13,493	\$11,003	\$2,331,300	\$0.00	
18	33	\$1,547,904	\$783,397	\$2,331,301	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973				\$13,493	\$11,003	\$2,331,301	\$0.00	
19	34	\$1,547,904	\$783,398	\$2,331,301	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973				\$13,493	\$11,004	\$2,331,301	\$0.00	
20	35	\$1,547,904	\$783,397	\$2,331,301	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973				\$13,493	\$11,003	\$2,331,301	\$0.00	
21	36	\$1,547,904	\$783,398	\$2,331,301	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973				\$13,493	\$11,003	\$2,331,301	\$0.00	
22	37	\$1,547,904	\$0	\$1,547,904	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973				\$13,493	(\$206,204)	\$2,114,093	\$666,189.75	
23	38	\$1,547,904	\$0	\$1,547,904	\$1,162,255	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$126,973				\$13,493		\$2,320,298	\$772,394.16	
24	28	\$30,558,071	\$17,434,921	\$48,992,992	\$23,245,093	\$12,595,130	\$1,871,804	\$3,834,598	\$1,590,255	\$348,386	\$2,315,281	\$1,213,333	\$502,972	\$398,500	\$302,905	\$106,564	\$48,522,964	\$129,972.27	
25	29																		
26	30																		
27	Includes all Dept Debt Service outstanding, not just Main Extension project. O&M Expense straightlined. Other revenues straightlined. Assessment + bond remains \$1,522,000, with owners paying \$1,211,836 (Covers Town portion of Assessment - shols change upon determination of "unbenefitted" Parcels. View essentials shows comparative impact of Debt Service alone.																		
28																			
29																			
30																			

	A	B	C	D	E	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	Fiscal Year	O&M Expense	Debt Service	TOTAL EXPENSE	General Users	PNS	PNS Housing	Eliot	Septic Haulers	BOC Gas	Arbo / New	Assessment / Bond	Impact Fee Reserve	New Impact Fees	TIF # 3	CIP/Self Loan	TOTAL REVENUE	VARIANCE	
2	Year																		
6	17	\$1,547,904	\$851,117	\$2,399,021	\$1,162,255	\$580,695	\$93,590	\$177,138	\$37,371	\$17,419	\$7,405	\$100,000	\$176,618	\$47,500	\$46,530		\$2,399,021	\$0.00	
7	18	\$1,571,122	\$849,214	\$2,420,336	\$1,173,877	\$632,339	\$93,590	\$192,498	\$81,731	\$17,419	\$92,103		\$75,785	\$47,500	\$13,493		\$2,420,336	\$0.00	
8	19	\$1,594,689	\$849,028	\$2,443,716	\$1,185,616	\$638,662	\$94,526	\$194,423	\$82,548	\$17,593	\$92,103			\$175,500	\$13,696		\$2,494,668	\$50,951.40	
9	20	\$1,618,609	\$847,503	\$2,466,112	\$1,197,472	\$645,049	\$95,471	\$196,367	\$83,374	\$17,769	\$92,103			\$175,500	\$13,901		\$2,517,007	\$50,894.67	
10	21	\$1,642,888	\$845,957	\$2,488,846	\$1,209,447	\$651,499	\$96,426	\$198,331	\$84,207	\$17,947	\$126,973		\$89,906		\$14,110		\$2,488,846	\$0.00	
11	22	\$1,667,532	\$844,274	\$2,511,806	\$1,221,541	\$658,014	\$97,390	\$200,314	\$85,049	\$18,127	\$126,973		\$90,076		\$14,321		\$2,511,806	\$0.00	
12	23	\$1,692,545	\$843,741	\$2,536,286	\$1,233,757	\$664,594	\$98,364	\$202,317	\$85,900	\$18,308	\$126,973	\$49,075	\$42,461		\$14,536		\$2,536,286	\$0.00	
13	24	\$1,717,933	\$771,941	\$2,489,874	\$1,246,094	\$671,240	\$99,348	\$204,340	\$86,759	\$18,491	\$126,973	\$21,874			\$14,754		\$2,489,874	\$0.00	
14	25	\$1,743,702	\$973,594	\$2,717,295	\$1,258,555	\$677,953	\$100,341	\$206,384	\$87,626	\$18,676	\$126,973	\$225,812			\$14,976		\$2,717,295	\$0.00	
15	26	\$1,769,857	\$973,594	\$2,743,451	\$1,271,141	\$684,732	\$101,345	\$208,448	\$88,503	\$18,863	\$126,973	\$228,247			\$15,200		\$2,743,451	\$0.00	
16	27	\$1,796,405	\$973,595	\$2,770,000	\$1,283,852	\$691,580	\$102,358	\$210,552	\$89,388	\$19,051	\$126,973	\$230,838			\$15,428		\$2,770,000	\$0.00	
17	28	\$1,823,351	\$973,594	\$2,796,945	\$1,296,691	\$698,495	\$103,382	\$212,637	\$90,282	\$19,242	\$126,973	\$233,584			\$15,660		\$2,796,945	\$0.00	
18	29	\$1,850,702	\$973,594	\$2,824,296	\$1,309,658	\$705,480	\$104,416	\$214,764	\$91,184	\$19,434	\$126,973	\$222,406			\$15,895		\$2,824,296	\$0.00	
19	30	\$1,878,462	\$973,595	\$2,852,057	\$1,322,754	\$712,535	\$105,460	\$216,911	\$92,096	\$19,629	\$126,973				\$16,133		\$2,852,057	\$0.00	
20	31	\$1,906,639	\$973,594	\$2,880,233	\$1,335,982	\$719,660	\$106,514	\$219,081	\$93,017	\$19,825	\$126,973				\$16,375		\$2,880,233	\$0.00	
21	32	\$1,935,239	\$783,397	\$2,718,636	\$1,349,342	\$726,857	\$107,580	\$221,271	\$93,947	\$20,023	\$126,973				\$16,621		\$2,718,636	\$0.00	
22	33	\$1,964,267	\$783,397	\$2,747,665	\$1,362,835	\$734,126	\$108,655	\$223,484	\$94,887	\$20,223	\$126,973				\$16,870		\$2,747,665	\$0.00	
23	34	\$1,993,731	\$783,398	\$2,777,129	\$1,376,463	\$741,467	\$109,742	\$225,719	\$95,836	\$20,425	\$126,973				\$17,123		\$2,777,129	\$0.00	
24	35	\$2,023,637	\$783,397	\$2,807,035	\$1,390,228	\$748,882	\$110,839	\$227,976	\$96,794	\$20,630	\$126,973				\$17,380		\$2,807,035	\$0.00	
25	36	\$1,993,731	\$783,398	\$2,777,129	\$1,376,463	\$741,467	\$109,742	\$225,719	\$95,836	\$20,425	\$126,973				\$17,640		\$2,777,129	\$0.00	
26	37	\$2,023,637	\$0	\$2,023,637	\$1,390,228	\$748,882	\$110,839	\$227,976	\$96,794	\$20,630	\$126,973				\$17,905		\$2,023,637	\$0.00	
27	38	\$2,053,992	\$0	\$2,053,992	\$1,404,130	\$756,370	\$111,948	\$230,256	\$97,762	\$20,836	\$126,973				\$18,174		\$2,053,992	\$0.00	
28	39	\$39,810,575	\$17,434,921	\$57,245,496	\$28,358,381	\$15,230,577	\$2,261,867	\$4,636,887	\$1,930,891	\$420,986	\$2,569,226	\$131,810	\$474,846	\$398,500	\$376,721	\$389,479	\$57,970,718	\$623,375.93	
29																			
30																			
31																			
32																			
33																			

O&M Expense increases by 1.5%/yr from FY18. Current user \$\$ increases at 1%/6/year. Current bond debt retirement in FY23 & FY31. Uses the \$1,422M Assessment and \$100K Bond contingency beginning in FY23 through FY29 (remainder is Town parcel obligation, including unassessed easement parcels). TIF collection includes no development, only added revenue from increased tax rate at 1.5%/yr. Impacted fee revenue Total includes present \$373K plus surplus in FY19 & 20. Outyear (FY29-36) "loans" are \$805,670, repayable w/ 2 years of current debt retirement.

O&M Expense increases by 1.5%/yr from FY18. Current user \$5 increases at 1%/year. Current bond debt retirement in FY23 & FY31. Uses the \$1,422M Assessment and \$100K Bond contingency beginning in FY23 through FY29 (remainder is Town parcel obligation, including unassessed easement parcels). TIF collection includes no development, only added revenue from increased tax rate at 1.5%/yr. Impact fee revenue. Total includes present \$373K, plus surplus in FY19 & 20. Outyear (FY29-36) "Years" are \$805,670, repayable w/ 2 years of current debt retirement.

2015 KITTERY SEWER MAIN EXTENSION PROJECT

PROPERTY ASSESSMENT CALCULATION

as of: JULY 13, 2016

UNIT BASIS

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Kittery Sewer Extension Betterments			UPDATED 07-13-16			13.1.3.4.6 "established on a per-dwelling-unit basis as defined in the zoning ordinance for residential zones and on a per-unit-of-occupancy basis for buildings in a nonresidential zone"						
3	Total Project Cost			\$7,586,525									
4	Total Betterment Assessment (Scenario 1)			\$3,793,263 (50% of Total Project Cost)									
5	Total Betterment Assessment (Unit Scenario))			\$1,422,000 (18.7% of the Total Project Cost - \$2.4M in Other funds)									
6	Total Number of Parcels			207									
7	Total Front Footage			25,541 ft									
8	Total Area			13,540,545 sq ft									
9				Unit		Frontage		Area		Avg			
10				Total Assessment		\$/parcel		\$/ft		\$/sq.ft		Betterment - Parcels	
11	SCENARIO 1 - ORIGINAL CALCULATIONS			\$3,793,262.50		\$12,004.00		\$37.13		\$0.07		\$6,532.65	
12	SCENARIO 1 - TM 06-27 SCENARIO			\$1,422,000.00		\$4,500.00		\$13.92		\$0.03		\$6,557.76	
13	SCENARIO 1 - UNIT ASSESSMENT			\$1,422,000.00		\$3,434.78		\$13.92		\$0.03		\$5,547.97	
16	* Note: Property owner, address, map & lot number, square footage, and frontage information provided by the Town of Kittery on 7/13/16.												
18	Parcel Data												
19	Map-Lot	Property Owner	Nbr	Address	Area (Sq.Ft)	# Per	Frontage	Frontage	Unit	Area	ASSESSMENT		Variance in Assessment
20											TM 06-27	Revised	
21	11-CEM	KITTERY - CEMETERY		MARTIN ROAD	1,481	0	72	\$1,002.17	\$0.00	\$38.88	\$5,541.07	\$1,041.05	(\$4,500.02)
22	11-10	KITTERY - REMICK PRESERVE		MARTIN ROAD	620,730	0	30	\$417.57	\$0.00	\$16,296.95	\$21,221.14	\$16,714.52	(\$4,506.63)
23	20-21B	KITTERY - ROW		MARTIN ROAD	8,712	0	51.1	\$711.26	\$0.00	\$228.73	\$5,440.08	\$939.99	(\$4,500.09)
24	29-24	KITTERY - SHAPLEIGH FIELD		STEVENSON ROAD	260,489	0	294	\$4,092.19	\$0.00	\$6,839.00	\$15,433.97	\$10,931.19	(\$4,502.78)
25	37-03	KITTERY - SHAPLEIGH SCHOOL	20	MANSON ROAD	239,580	1	374	\$5,205.71	\$3,434.78	\$6,290.05	\$15,998.32	\$14,930.54	(\$1,067.78)
26	11-06	CAVANAUUGH, JASON	7	MARTIN ROAD	32,234	1	132.7	\$1,847.05	\$3,434.78	\$846.30	\$7,193.69	\$6,128.13	(\$1,065.56)
27	11-07	GOODSON, WILLIE T	15	MARTIN ROAD	13,068	1	112.5	\$1,565.89	\$3,434.78	\$343.09	\$6,409.12	\$5,343.76	(\$1,065.36)
28	11-08	DINSMORE, MICHELLE L	17	MARTIN ROAD	23,958	1	75	\$1,043.93	\$3,434.78	\$629.00	\$6,173.19	\$5,107.71	(\$1,065.47)
29	11-09	SEARS, JOHN	19	MARTIN ROAD	17,424	1	137.5	\$1,913.86	\$3,434.78	\$457.46	\$6,871.51	\$5,806.10	(\$1,065.40)
30	11-11	ROSE, DEBORAH J	23	MARTIN ROAD	4,356	1	30	\$417.57	\$3,434.78	\$114.36	\$5,031.98	\$3,966.72	(\$1,065.26)
31	11-12	TANGUAY, ARTHUR G	29	MARTIN ROAD	30,492	1	200	\$2,783.80	\$3,434.78	\$800.55	\$8,084.68	\$7,019.14	(\$1,065.54)
32	11-13	NORTON, VIOLET A	33	MARTIN ROAD	28,314	2	203	\$2,825.56	\$6,869.57	\$743.37	\$8,069.23	\$10,438.49	\$2,369.26
33	11-14	OSWALD, NICOLE E	41	MARTIN ROAD	32,670	1	225	\$3,131.78	\$3,434.78	\$857.73	\$8,489.86	\$7,424.29	(\$1,065.57)
34	11-15	HODGKINS, DAVID M	43	MARTIN ROAD	10,890	1	75	\$1,043.93	\$3,434.78	\$285.91	\$5,829.43	\$4,764.62	(\$1,064.81)
35	11-16	PHILBRICK, EDWARD E	45	MARTIN ROAD	6,534	1	50	\$695.95	\$3,434.78	\$171.55	\$5,367.57	\$4,302.28	(\$1,065.29)
36	11-17	THAYER, RICKEY G	47	MARTIN ROAD	44,867	1	100	\$1,391.90	\$3,434.78	\$1,177.95	\$7,070.33	\$6,004.64	(\$1,065.70)
37	11-18	NELSON, MARK A	55	MARTIN ROAD	95,832	1	100	\$1,391.90	\$3,434.78	\$2,516.02	\$8,408.94	\$7,342.70	(\$1,066.24)
38	11-19	CROSSLEY, KIMBERLY	57	MARTIN ROAD	22,651	1	150	\$2,087.85	\$3,434.78	\$594.70	\$7,178.82	\$6,117.33	(\$1,061.49)
39	11-22	SYLVESTER, GORDON B	66	MARTIN ROAD	41,382	1	135	\$1,879.07	\$3,434.78	\$1,086.46	\$7,465.97	\$6,400.31	(\$1,065.66)
40	11-23	CORLISS, ROSE E	64	MARTIN ROAD	23,958	1	135	\$1,879.07	\$3,434.78	\$629.00	\$7,008.33	\$5,942.85	(\$1,065.47)
41	11-26	GREENE, CAROL J	58	MARTIN ROAD	16,117	1	90	\$1,252.71	\$3,434.78	\$423.15	\$6,178.21	\$5,110.64	(\$1,067.56)
42	11-26A	STARKEY, RICHARD A	60	MARTIN ROAD	35,284	1	30	\$417.57	\$3,434.78	\$926.35	\$5,845.78	\$4,778.71	(\$1,067.08)
43	11-27	FIFIELD FAMILY TRUST	54	MARTIN ROAD	26,136	1	165	\$2,296.64	\$3,434.78	\$686.19	\$7,483.10	\$6,417.61	(\$1,065.50)

2015 KITTERY SEWER MAIN EXTENSION PROJECT

PROPERTY ASSESSMENT CALCULATION

as of: JULY 13, 2016

UNIT BASIS

	A	B	C	D	E	F	G	H	I	J	K	L	M	
18	Parcel Data												ASSESSMENT SCENARIO	Variance in Assessment
19	Map-Lot	Property Owner	Nbr	Address	Area (Sq.ft)	# Per	Frontage e	Frontage	Unit	Area	TM 06-27	Revised		
20														
44	11-28	PEVERLY, MARCIA	48	MARTIN ROAD	10,890	1	60	\$835.14	\$3,434.78	\$285.91	\$5,621.17	\$4,555.83	(\$1,065.33)	
45	11-28A	WREN, AME B	46	MARTIN ROAD	10,890	1	100	\$1,391.90	\$3,434.78	\$285.91	\$6,177.93	\$5,112.59	(\$1,065.33)	
46	11-28B	DELGROSSO, CONSTANCE L	52	MARTIN ROAD	15,246	1	80	\$1,113.52	\$3,434.78	\$400.28	\$6,013.96	\$4,948.58	(\$1,065.38)	
47	11-29	JOHNSON, JAMES P	32	MARTIN ROAD	248,292	0	115.8	\$1,611.82	\$0.00	\$6,518.78	\$12,633.25	\$6,130.60	(\$4,502.65)	
48	11-30	SOUTHERN MAINE FISH & GAME	30	MARTIN ROAD	174,240	1	137.5	\$1,913.86	\$3,434.78	\$4,574.58	\$10,990.31	\$9,923.23	(\$1,067.08)	
49	11-31	DEROSIA, THOMAS K	26	MARTIN ROAD	19,602	1	100	\$1,391.90	\$3,434.78	\$514.64	\$6,406.75	\$5,341.32	(\$1,065.43)	
50	11-33	LUMINO, KATHERINE ANNE	24	MARTIN ROAD	19,602	1	100	\$1,391.90	\$3,434.78	\$514.64	\$6,406.75	\$5,341.32	(\$1,065.43)	
51	11-35	KENNEDY, JOSEPH M	20	MARTIN ROAD	23,958	1	130	\$1,809.47	\$3,434.78	\$629.00	\$6,938.73	\$5,873.26	(\$1,065.47)	
52	11-36	GUAY, KATHY JANE	16	MARTIN ROAD	13,068	1	100	\$1,391.90	\$3,434.78	\$343.09	\$6,235.13	\$5,169.78	(\$1,065.36)	
53	11-37	BASSETT, JENNIFER A	14	MARTIN ROAD	8,712	1	70	\$974.33	\$3,434.78	\$228.73	\$5,703.15	\$4,637.84	(\$1,065.31)	
54	11-38	FORD, RYAN L	158	DENNETT ROAD EXTENSION	15,246	1	130	\$1,809.47	\$3,434.78	\$400.28	\$6,709.91	\$5,644.53	(\$1,065.38)	
55	12-03-1	DENNETT, TR, MARY	98	DENNETT ROAD	3,574,534	0	704.23	\$9,802.18	\$0.00	\$93,847.53	\$108,187.88	\$103,649.72	(\$4,538.17)	
56	13-04	CULLEN, WILLIAM J	31	GROVER AVENUE	217,800	0	511	\$7,112.61	\$0.00	\$5,718.23	\$17,333.17	\$12,830.84	(\$4,502.33)	
57	19-01	FREDERICKS, JACQUELINE	65	MARTIN ROAD	21,780	1	150	\$2,087.85	\$3,434.78	\$571.82	\$7,159.91	\$6,094.46	(\$1,065.45)	
58	19-02	ROBILLARD, PATRICIA J	71	MARTIN ROAD	19,602	1	200	\$2,783.80	\$3,434.78	\$514.64	\$7,798.65	\$6,733.22	(\$1,065.43)	
59	19-03	KOTERBA, JEAN M	75	MARTIN ROAD	17,424	1	163	\$2,268.80	\$3,434.78	\$457.46	\$7,226.44	\$6,161.04	(\$1,065.40)	
60	20-01	WALKER, ERIC	77	MARTIN ROAD	15,246	1	100	\$1,391.90	\$3,434.78	\$400.28	\$6,292.34	\$5,226.96	(\$1,065.38)	
61	20-02-13	MOORE, WILLIAM T	6	RIDGEWOOD DRIVE	84,942	1	286	\$3,980.84	\$3,434.78	\$2,230.11	\$10,711.85	\$9,645.73	(\$1,066.12)	
62	20-02-9	BUSSING, JAMES G	14	RIDGEWOOD DRIVE	249,163	0	134	\$1,865.15	\$0.00	\$6,541.65	\$12,909.45	\$8,406.80	(\$4,502.66)	
63	20-02A	SHAFFER, JOSEPH L	5	RIDGEWOOD DRIVE	15,246	1	150	\$2,087.85	\$3,434.78	\$400.28	\$6,988.29	\$5,922.91	(\$1,065.38)	
64	20-02B	O'BRIEN, THERESA L	83	MARTIN ROAD	34,848	1	195.2	\$2,716.99	\$3,434.78	\$914.92	\$8,132.28	\$7,066.69	(\$1,065.59)	
65	20-02C	DIXON, FRED W	7	RIDGEWOOD DRIVE	48,787	1	229.89	\$3,199.84	\$3,434.78	\$1,280.88	\$8,981.24	\$7,915.51	(\$1,065.74)	
66	20-03	BEAN, BARBARA E	87	MARTIN ROAD	54,450	1	150	\$2,087.85	\$3,434.78	\$1,429.56	\$8,017.99	\$6,952.19	(\$1,065.80)	
67	20-04	CENTRAL MAINE POWER CO	91	MARTIN ROAD	21,780	0	150	\$2,087.85	\$0.00	\$571.82	\$7,159.91	\$2,659.67	(\$4,500.23)	
68	20-05	PROCTOR, LOUIS R	99	MARTIN ROAD	14,810	1	100	\$1,391.90	\$3,434.78	\$388.84	\$6,285.88	\$5,215.52	(\$1,070.36)	
69	20-05A	DICKSON, SUSAN J	95	MARTIN ROAD	14,810	1	100	\$1,391.90	\$3,434.78	\$388.84	\$6,285.88	\$5,215.52	(\$1,070.36)	
70	20-06	ADAMS, MONICA	101	MARTIN ROAD	19,602	1	125	\$1,739.88	\$3,434.78	\$514.64	\$6,754.73	\$5,689.30	(\$1,065.43)	
71	20-07	PENNEY, DON G	107	MARTIN ROAD	50,094	1	275	\$3,827.73	\$3,434.78	\$1,315.19	\$9,643.45	\$8,577.70	(\$1,065.75)	
72	20-08	JOHNSTON, ELIOT	111A	MARTIN ROAD	13,068	1	93	\$1,294.47	\$3,434.78	\$343.09	\$6,137.70	\$5,072.34	(\$1,065.36)	
73	20-08A	RACINE, MICHAEL E	111	MARTIN ROAD	32,670	1	92	\$1,280.55	\$3,434.78	\$857.73	\$6,638.63	\$5,573.07	(\$1,065.57)	
74	20-09	RICHARD II, GERALD C	117	MARTIN ROAD	19,602	1	100	\$1,391.90	\$3,434.78	\$514.64	\$6,406.75	\$5,341.32	(\$1,065.43)	
75	20-10	RUSSELL, HENRY W	121	MARTIN ROAD	28,314	1	190	\$2,644.61	\$3,434.78	\$743.37	\$7,888.28	\$6,822.76	(\$1,065.52)	
76	20-12	CHICKERING CREEK APTS., LLC	25	ROUTE 236	76,230	7	61.62	\$857.69	\$24,043.48	\$2,001.38	\$7,359.88	\$26,902.55	\$19,542.66	
77	20-13	GERRY, WALLACE W	27	ROUTE 236	34,848	1	120	\$1,670.28	\$3,434.78	\$914.92	\$7,085.57	\$6,019.98	(\$1,065.59)	
78	20-14	DUMAS, ARTHUR P	31	ROUTE 236	41,382	1	139	\$1,934.74	\$3,434.78	\$1,086.46	\$7,521.65	\$6,455.99	(\$1,065.66)	

2015 KITTERY SEWER MAIN EXTENSION PROJECT

PROPERTY ASSESSMENT CALCULATION

as of: JULY 13, 2016

UNIT BASIS

	A	B	C	D	E	F	G	H	I	J	K	L	M	
18	Parcel Data											ASSESSMENT SCENARIO	Variance in Assessment	
19	Map-Lot	Property Owner	Nbr	Address	Area (Sq.Ft)	# Per	Frontage e	Frontage	Unit	Area	TM 06-27			Revised
20														
79	20-17	LADY SLIPPER LLC	37	ROUTE 236	30,927	13	240	\$3,340.56	\$44,652.17	\$811.97	\$6,652.88	\$48,804.71	\$40,151.83	
80	20-18	BURBANK, KAREN C	122	MARTIN ROAD	23,958	1	150	\$2,087.85	\$3,434.78	\$629.00	\$7,217.11	\$6,151.64	(\$1,065.47)	
81	20-20	BEDARD, KIMBERLY B	100	MARTIN ROAD	28,314	1	125	\$1,739.88	\$3,434.78	\$743.37	\$6,983.55	\$5,918.03	(\$1,065.52)	
82	20-22	FLINN, STEVE M	96	MARTIN ROAD	17,424	1	100	\$1,391.90	\$3,434.78	\$457.46	\$6,349.55	\$5,284.14	(\$1,065.40)	
83	20-23	GOWEN, MARK	94	MARTIN ROAD	17,860	1	100.1	\$1,393.29	\$3,434.78	\$468.89	\$6,362.39	\$5,296.97	(\$1,065.42)	
84	20-24	CENTRAL MAINE POWER CO	92	MARTIN ROAD	17,424	0	100	\$1,391.90	\$0.00	\$457.46	\$6,349.55	\$1,849.36	(\$4,500.19)	
85	20-25	BICKLEY, DALE	88	MARTIN ROAD	15,246	1	101.2	\$1,408.60	\$3,434.78	\$400.28	\$6,309.04	\$5,243.66	(\$1,065.38)	
86	20-26	LEWIS, KENNETH E	86A	MARTIN ROAD	15,246	2	100	\$1,391.90	\$6,869.57	\$400.28	\$6,292.34	\$8,661.74	\$2,369.40	
87	20-36	MILLER, LINN G	6	ARMOUR DRIVE	15,246	1	158.4	\$2,204.77	\$3,434.78	\$400.28	\$7,105.21	\$6,039.83	(\$1,065.38)	
88	20-37	MILLER, DOROTHY M	80	MARTIN ROAD	37,026	1	100.3	\$1,396.08	\$3,434.78	\$972.10	\$6,868.57	\$5,802.96	(\$1,065.61)	
89	20-38	DELLAPIANA, RICHARD E	72	MARTIN ROAD	26,136	4	222.4	\$3,095.59	\$13,739.13	\$686.19	\$8,282.05	\$17,520.91	\$9,238.85	
90	20-39	WEBB, LEOIA M	70	MARTIN ROAD	69,696	1	90	\$1,252.71	\$3,434.78	\$1,829.83	\$7,583.29	\$6,517.33	(\$1,065.96)	
91	20-41	TAPLEY, STEPHEN W	108	MARTIN ROAD	45,302	1	151.54	\$2,109.29	\$3,434.78	\$1,189.39	\$7,799.16	\$6,733.46	(\$1,065.70)	
92	20-41A	TAPLEY, MICHAEL H	2	COMMANDERS WAY	56,628	1	153	\$2,129.61	\$3,434.78	\$1,486.74	\$8,116.95	\$7,051.13	(\$1,065.82)	
93	20-42	BUNKER, SHAUN P	112	MARTIN ROAD	80,150	2	170	\$2,366.23	\$6,869.57	\$2,104.31	\$8,971.39	\$11,340.10	\$2,368.71	
94	21-01	WRIGHT, GLENNIS A	26	ROUTE 236	22,215	1	200	\$2,783.80	\$3,434.78	\$583.24	\$7,867.28	\$6,801.83	(\$1,065.45)	
95	21-02	PATTEN TR, SUZANNE R	22	ROUTE 236	204,296	1	202	\$2,811.64	\$3,434.78	\$5,363.70	\$12,677.52	\$11,610.12	(\$1,067.40)	
96	21-03	DOW HIGHWAY PROPERTIES LLC	5	DANA AVENUE	150,718	23	508	\$7,070.86	\$79,000.00	\$3,957.01	\$15,529.48	\$90,027.87	\$74,498.39	
97	21-04	HOWLAND JR, THOMAS H	11	DANA AVENUE	30,492	1	180.5	\$2,512.38	\$3,434.78	\$800.55	\$7,813.26	\$6,747.72	(\$1,065.54)	
98	21-05	WENTWORTH, DAVID A	16	DANA AVENUE	19,602	1	98.8	\$1,375.20	\$3,434.78	\$514.64	\$6,390.05	\$5,324.62	(\$1,065.43)	
99	21-06	CRESSEY, STUART R	12	DANA AVENUE	45,738	2	235.4	\$3,276.53	\$6,869.57	\$1,200.83	\$8,977.85	\$11,346.93	\$2,369.08	
100	21-07	DOW HIGHWAY PROPERTIES LLC	2-4	DANA AVENUE	102,802	10	508	\$7,070.86	\$34,347.83	\$2,699.00	\$14,270.96	\$44,117.69	\$29,846.73	
101	21-18	GERASIN FAMILY REALTY LLC	1	ROUTE 236	564,538	2	286.15	\$3,982.92	\$6,869.57	\$14,821.64	\$23,310.60	\$25,674.13	\$2,363.54	
102	21-18A	SHELL OIL CO	7	ROUTE 236	107,158	0	325	\$4,523.68	\$0.00	\$2,813.37	\$11,838.19	\$7,337.05	(\$4,501.14)	
103	21-19	GAGNE REALTY HOLDINGS LLC	15	ROUTE 236	135,036	1	330	\$4,593.27	\$3,434.78	\$3,545.30	\$12,640.02	\$11,573.36	(\$1,066.66)	
104	21-19A	WILSON, DAVID W	11	ROUTE 236	37,207	1	230.65	\$3,210.42	\$3,434.78	\$976.85	\$8,687.64	\$7,622.05	(\$1,065.59)	
105	21-21	GAGNE REALTY HOLDINGS LLC	21	ROUTE 236	28,314	0	200	\$2,783.80	\$0.00	\$743.37	\$8,027.47	\$3,527.17	(\$4,500.30)	
106	29-01	LAPIERRE PROPERTIES LLC	41	ROUTE 236	163,350	0	495	\$6,889.91	\$0.00	\$4,288.67	\$15,680.32	\$11,178.58	(\$4,501.74)	
107	29-02	CALDWELL, VIOLA F	140	MARTIN ROAD	37,026	1	170	\$2,366.23	\$3,434.78	\$972.10	\$7,838.73	\$6,773.11	(\$1,065.61)	
108	29-03	WOIER, ELAINE	136	MARTIN ROAD	40,075	1	112.2	\$1,561.71	\$3,434.78	\$1,052.15	\$6,904.51	\$6,048.65	(\$855.86)	
109	29-04	KING, VINCENT E	132	MARTIN ROAD	49,658	1	150	\$2,087.85	\$3,434.78	\$1,303.76	\$7,892.14	\$6,826.39	(\$1,065.75)	
110	29-05	JENKINS, JAMES C	130	MARTIN ROAD	23,958	1	156	\$2,171.37	\$3,434.78	\$629.00	\$7,300.63	\$6,235.15	(\$1,065.47)	
111	29-06	GALLO, JAMES	124	MARTIN ROAD	43,124	1	125	\$1,739.88	\$3,434.78	\$1,132.21	\$7,372.55	\$6,306.87	(\$1,065.68)	
112	29-07	LEGER, RAYMOND	129	MARTIN ROAD	21,780	1	236	\$3,284.89	\$3,434.78	\$571.82	\$8,356.94	\$7,291.49	(\$1,065.45)	
113	29-08	ELDRIDGE, KATHLEEN C	131	MARTIN ROAD	143,748	1	14	\$194.87	\$3,434.78	\$3,774.03	\$8,470.43	\$7,403.68	(\$1,066.75)	

2015 KITTERY SEWER MAIN EXTENSION PROJECT

PROPERTY ASSESSMENT CALCULATION

UNIT BASIS

as of: JULY 13, 2016

	A	B	C	D	E	F	G	H	I	J	K	L	M
	18	Map-Lot	Property Owner	Nbr	Address	Area (Sq.ft)	# Per	Frontage	Unit	Area	ASSESSMENT		Variance in Assessment
											SCENARIO	Revised	
						</							

2015 KITTERY SEWER MAIN EXTENSION PROJECT

PROPERTY ASSESSMENT CALCULATION

UNIT BASIS

as of: JULY 13, 2016

		A	B	C	D	E	F	G	H	I	J	K	L	M		
Parcel Data												ASSESSMENT		Variance in Assessment		
18	19	Map-lot	Property Owner	Nbr	Address	Area (Sq.Ft)	# Per	Frontage	Frontage	Unit	Area	SCENARIO				
												TM 06-27	Revised			
149	30-05		STOODLEY JR, ROBERT P	13	DANA AVENUE	30,492	1	115	\$1,600.69	\$3,434.78	\$800.55	\$6,901.56	\$5,836.02	(\$1,065.54)		
150	30-06		DODGE, DAVID A	15	DANA AVENUE	26,136	1	100	\$1,391.90	\$3,434.78	\$686.19	\$6,578.37	\$5,512.87	(\$1,065.50)		
151	30-07		PIERCE, PATRICK B	17	DANA AVENUE	23,958	1	100	\$1,391.90	\$3,434.78	\$629.00	\$6,521.16	\$5,455.69	(\$1,065.47)		
152	30-08		GARDNER, SCOTT T	19	DANA AVENUE	23,958	1	100	\$1,391.90	\$3,434.78	\$629.00	\$6,521.16	\$5,455.69	(\$1,065.47)		
153	30-09		MOULTON, TR, DEBRA M	21	DANA AVENUE	15,246	1	105	\$1,461.50	\$3,434.78	\$400.28	\$6,361.93	\$5,296.55	(\$1,065.38)		
154	30-10		GARDNER, ETHEL V	50	MANSON ROAD	17,424	1	116	\$1,614.61	\$3,434.78	\$457.46	\$6,572.25	\$5,506.85	(\$1,065.40)		
155	30-11		CERCONE, MICHAEL K	48	MANSON ROAD	87,120	1	107.25	\$1,492.81	\$3,434.78	\$2,287.29	\$8,281.03	\$7,214.89	(\$1,066.15)		
156	30-12		DENAULT, ROBERT L F	46	MANSON ROAD	6,970	1	60	\$835.14	\$3,434.78	\$182.99	\$5,519.00	\$4,452.91	(\$1,066.08)		
157	30-12A		SANBORN, KIMBERLY	44	MANSON ROAD	198,634	1	50	\$695.95	\$3,434.78	\$5,215.02	\$10,413.09	\$9,345.76	(\$1,067.34)		
158	30-13		RICHARDSON, BURTON J	42	MANSON ROAD	145,490	1	330.84	\$4,604.97	\$3,434.78	\$3,819.78	\$12,926.29	\$11,859.52	(\$1,066.77)		
159	30-14		GILL, BARBARA A	38	MANSON ROAD	87,120	1	380	\$5,289.22	\$3,434.78	\$2,287.29	\$12,077.44	\$11,011.30	(\$1,066.15)		
160	30-15		YOUNG, ALFRED S	32	MANSON ROAD	54,450	1	190	\$2,644.61	\$3,434.78	\$1,429.56	\$8,574.75	\$7,508.95	(\$1,065.80)		
161	30-16		LEONTAKIANAKOS, LOUIS P	28	MANSON ROAD	8,712	1	92	\$1,280.55	\$3,434.78	\$228.73	\$6,009.37	\$4,944.06	(\$1,065.31)		
162	30-17		LINSCOTT, DAVID H	24	MANSON ROAD	45,738	1	143	\$1,990.42	\$3,434.78	\$1,200.83	\$7,691.73	\$6,626.03	(\$1,065.71)		
163	30-18		LINSCOTT, DAVID H	42	STEVENSON ROAD	15,246	1	142	\$1,976.50	\$3,434.78	\$400.28	\$6,876.94	\$5,811.56	(\$1,065.38)		
164	30-20		WALDRON, MEGAN T	23	MANSON ROAD	10,454	1	85	\$1,183.12	\$3,434.78	\$274.47	\$5,962.18	\$4,892.37	(\$1,069.81)		
165	30-21		LACLAIR, THELMA J	25	MANSON ROAD	28,314	1	133	\$1,851.23	\$3,434.78	\$743.37	\$7,094.90	\$6,029.38	(\$1,065.52)		
166	30-22		ESTES, ALAN W	29	MANSON ROAD	60,984	1	68.2	\$949.28	\$3,434.78	\$1,601.10	\$7,051.03	\$5,985.16	(\$1,065.87)		
167	30-22A		AMSDEN, NATHAN C	27	MANSON ROAD	17,424	1	129.4	\$1,801.12	\$3,434.78	\$457.46	\$6,758.76	\$5,693.36	(\$1,065.40)		
168	30-23		WENCK, ALFRED J	33	MANSON ROAD	30,492	1	134.9	\$1,877.67	\$3,434.78	\$800.55	\$7,178.55	\$6,113.01	(\$1,065.54)		
169	30-24		MARTINO, JILLIAN R	35	MANSON ROAD	43,560	1	115	\$1,600.69	\$3,434.78	\$1,143.65	\$7,244.80	\$6,179.11	(\$1,065.68)		
170	30-25		GREENWOOD, MEGAN D F	2	APPLEGATE LANE	141,570	1	390	\$5,428.41	\$3,434.78	\$3,716.85	\$13,646.77	\$12,580.04	(\$1,066.73)		
171	30-26		SPINNEY, IRENE J	49	MANSON ROAD	65,776	1	331.11	\$4,608.72	\$3,434.78	\$1,726.90	\$10,836.33	\$9,770.41	(\$1,065.92)		
172	30-27		HEDRICK, DALE C	51	MANSON ROAD	28,314	1	120	\$1,670.28	\$3,434.78	\$743.37	\$6,913.95	\$5,848.43	(\$1,065.52)		
173	30-28		CERCONE, ANTONIO	53	MANSON ROAD	13,068	1	99.9	\$1,390.51	\$3,434.78	\$343.09	\$6,233.74	\$5,168.39	(\$1,065.36)		
174	30-29		FLETCHER, SHAWN M	55	MANSON ROAD	13,068	1	99.87	\$1,390.09	\$3,434.78	\$343.09	\$6,233.32	\$5,167.97	(\$1,065.36)		
175	30-36		MARINO, ADAM	57	MANSON ROAD	17,424	1	130	\$1,809.47	\$3,434.78	\$457.46	\$6,767.12	\$5,701.71	(\$1,065.40)		
176	30-37		HUTCHINS, RONALD D	59	MANSON ROAD	15,246	1	114.69	\$1,596.37	\$3,434.78	\$400.28	\$6,496.81	\$5,431.43	(\$1,065.38)		
177	30-38		AVERY, JACOB W	61	MANSON ROAD	19,602	2	151	\$2,101.77	\$6,869.57	\$514.64	\$7,116.65	\$9,485.98	\$2,369.33		
178	30-39		CLARK, SHARON A	63	MANSON ROAD	370,260	2	125	\$1,739.88	\$6,869.57	\$9,720.98	\$15,964.81	\$18,330.43	\$2,365.61		
179												Total	\$1,422,000.00	\$1,422,000.00		
180												Average Assessment	\$9,000.00	\$9,000.00		
181												Average of Parcels <30,000 sq. ft	\$6,532.65	\$5,547.97		
182																
183	20-41B	TAPLEY, SHAWN E	4	COMMANDERS WAY					\$0.00	\$0.00	\$0.00					
184	30-19	MC NALLY, JAMES C.	21	MANSON ROAD					\$0.00	\$0.00	\$0.00					

1	B	C	G	H	I	K	M
BETTERMENT PARCE INFORMATION WITH UNITS							
2	Map	Block	Owners Name	Str #	Street Name	IND_OCC_DESC	# Units
3	11	CEM	CEMETERY	7	MARTIN ROAD	CEMETERY	0
4	11	6	CAVANAUGH, JASON	7	MARTIN ROAD	SINGLE FAM MDL-01	1
5	11	7	GOODSON, WILLIE T	15	MARTIN ROAD	SINGLE FAM MDL-01	1
6	11	8	DINSMORE, THOMAS	17	MARTIN ROAD	SINGLE FAM MDL-01	1
7	11	9	SEARS, JOHN J	19	MARTIN ROAD	SINGLE FAM MDL-01	1
8	11	10	INHABITANTS OF KITTERY	21	MARTIN ROAD	MUNICIPAL MDL-00	0
9	11	11	ROSE, DEBORAH J	23	MARTIN ROAD	SINGLE FAM MDL-01	1
10	11	12	MACKE, SARA ANN	29	MARTIN ROAD	SINGLE FAM MDL-01	1
11	11	13	NORTON, VIOLET A	33	MARTIN ROAD	SINGLE FAM MDL-01	2
12	11	14	OSWALD, NICOLE E	41	MARTIN ROAD	SINGLE FAM MDL-01	1
13	11	15	HODGKINS, DAVID M	43	MARTIN ROAD	SINGLE FAM MDL-01	1
14	11	16	PHILBRICK, EDWARD E	45	MARTIN ROAD	SINGLE FAM MDL-01	1
15	11	17	THAYER, RICKEY G	47	MARTIN ROAD	SINGLE FAM MDL-01	1
16	11	18	NELSON, MARK A	55	MARTIN ROAD	SINGLE FAM MDL-01	1
17	11	19	CROSLLEY, KIMBERLY K.	57	MARTIN ROAD	SINGLE FAM MDL-01	1
18	11	22	STYVESTER, GORDON B	66	MARTIN ROAD	SINGLE FAM MDL-01	1
19	11	23	CORLUSS, TR, ROSE	64	MARTIN ROAD	SINGLE FAM MDL-01	1
20	11	26	GREENE, CAROL J	58	MARTIN ROAD	SINGLE FAM MDL-01	1
21	11	26	STARKEY, RICHARD W.	60	MARTIN ROAD	SINGLE FAM MDL-01	1
22	11	27	FIFIELD FAMILY TRUST	54	MARTIN ROAD	SINGLE FAM MDL-01	1
23	11	28	PEVERLY, MARCIA	48	MARTIN ROAD	SINGLE FAM MDL-01	1
24	11	28	WREN, AME B.	46	MARTIN ROAD	SINGLE FAM MDL-01	1
25	11	28	DEL GROSSO, CONSTANCE L.	52	MARTIN ROAD	SINGLE FAM MDL-01	1
26	11	29	JOHNSON, JAMES P	32	MARTIN ROAD	RES ACINDV MDL-00	0
27	11	30	SOUTHERN MAINE FISH & GAN	30	MARTIN ROAD	NON PROFIT MDL-94	1
28	11	31	DEROSIA, THOMAS K	26	MARTIN ROAD	MOBILE HME	1
29	11	33	LUMINO, KATHERINE ANNE	24	MARTIN ROAD	MOBILE HME	1
30	11	35	KENNEDY, JOSEPH M	20	MARTIN ROAD	SINGLE FAM MDL-01	1
31	11	36	GUAY, KATHY JANE	16	MARTIN ROAD	SINGLE FAM MDL-01	1
32	11	37	BASSETT, JENNIFERA	14	MARTIN ROAD	SINGLE FAM MDL-01	1
33	11	38	FORD, RYAN L.	158	DENNETT ROAD EXT	SINGLE FAM MDL-01	1
34	12	3	DENNETT TR, MARY D	98	DENNETT ROAD	RES ACINDV MDL-00	0
35	13	4	CULLEN, WILLIAM J		DENNETT ROAD	POT DEVEL	0
36	19	1	FREDERICKS, JACQUELINE M	65	MARTIN ROAD	SINGLE FAM MDL-01	1
37	19	2	CUMMINGS, PATRICIA J	71	MARTIN ROAD	SINGLE FAM MDL-01	1
38	19	3	KOTERBA, MICHELLE	75	MARTIN ROAD	SINGLE FAM MDL-01	1
39	20	1	WALKER, ERIC	77	MARTIN ROAD	SINGLE FAM MDL-01	1
40	20	2	MOORE, WILLIAM T	6	RIDGEWOOD DRIVE	SINGLE FAM MDL-01	1
41	20	2	BUSSING, JAMES G	14	RIDGEWOOD DRIVE	RES ACINDV	0
42	20	2	SHAFFER, JOSEPH L	5	RIDGEWOOD DRIVE	SINGLE FAM MDL-01	1

	B	C	G	H	I	K	M
2	Map	Block	Owners Name	Str #	Street Name	LND_OCC_DESC	# Units
43	20	2	O'BRIEN, THERESA L	83	MARTIN ROAD	SINGLE FAM MDL-01	1
44	20	2	DIXON, FRED W	7	RIDGEWOOD DRIVE	SINGLE FAM MDL-01	1
45	20	3	BEAN, BARBARA E	87	MARTIN ROAD	SINGLE FAM MDL-01	1
46	20	4	CENTRAL MAINE POWER CO	91	MARTIN ROAD	ELEC ROW	0
47	20	5	PROCTOR, LOUIS R	99	MARTIN ROAD	SINGLE FAM MDL-01	1
48	20	5	DICKSON, SUSAN J	95	MARTIN ROAD	SINGLE FAM MDL-01	1
49	20	6	ADAMS, MONICA L.	101	MARTIN ROAD	SINGLE FAM MDL-01	1
50	20	7	PENNEY, DON G	107	MARTIN ROAD	SINGLE FAM MDL-01	1
51	20	8	JOHNSTON, ELIOT	111A	MARTIN ROAD	SINGLE FAM MDL-01	1
52	20	8	RACINE, MICHAEL E	111	MARTIN ROAD	SINGLE FAM MDL-01	1
53	20	9	RICHARD II, GERALD C	117	MARTIN ROAD	SINGLE FAM MDL-01	1
54	20	10	RUSSELL, HENRY W	121	MARTIN ROAD	SINGLE FAM MDL-01	1
55	20	12	CHICKERING CREEK APTS., LLC	25	ROUTE 236	APT 4-UNT MDL-94	7
56	20	13	GERRY, WALLACE W	27	ROUTE 236	SINGLE FAM MDL-01	1
57	20	14	DUMAS, ARTHUR P	31	ROUTE 236	SINGLE FAM MDL-01	1
58	20	17	LADY SLIPPER LLC	37	ROUTE 236	OFFICE BLD MDL-94	13
59	20	18	BURBANK, KAREN C	122	MARTIN ROAD	SINGLE FAM MDL-01	1
60	20	20	BEDARD, KIMBERLY B	100	MARTIN ROAD	SINGLE FAM MDL-01	1
61	20	21	INHABITANTS OF KITTERY		MARTIN ROAD	MUNICIPAL MDL-00	0
62	20	22	FLYNN, STEPHEN M	96	MARTIN ROAD	SINGLE FAM MDL-01	1
63	20	23	GOWEN, MARK	94	MARTIN ROAD	MOBILE HME	1
64	20	24	CENTRAL MAINE POWER CO	92	MARTIN ROAD	ELEC ROW	0
65	20	25	BICKLEY, DALE	88	MARTIN ROAD	SINGLE FAM MDL-01	1
66	20	26	LEWIS, KENNETH E	86A	MARTIN ROAD	MOBILE HME	2
67	20	36	MILLER, LINN G	6	ARMOUR DRIVE	SINGLE FAM MDL-01	1
68	20	37	MILLER, DOROTHY M	80	MARTIN ROAD	MOBILE HME	1
69	20	38	DELLAPIANA, RICHARD E	72-76	MARTIN ROAD	MULTI HSES	4
70	20	39	WEBB, LEO LA M	70	MARTIN ROAD	SINGLE FAM MDL-01	1
71	20	41	TAPLEY, STEPHEN W	108	MARTIN ROAD	SINGLE FAM MDL-01	1
72	20	41	TAPLEY, MICHAEL H	2	COMMANDERS WAY	SINGLE FAM MDL-01	1
73	20	42	BUNKER, SHAUN P	112	MARTIN ROAD	TWO FAMILY	2
74	21	1	WRIGHT, GLENNIS A	26	ROUTE 236	AUTO REPR MDL-96	1
75	21	2	PATTEN TR, SUZANNE R	22	ROUTE 236	FACTORY	1
76	21	3	DOW HIGHWAY PROPERTIES L	5	DANA AVENUE	MOBILE PARK MDL-00	23
77	21	4	HOWLAND JR, THOMAS H	11	DANA AVENUE	MULTI HSES MDL-01	1
78	21	5	WENTWORTH, DAVID A	16	DANA AVENUE	SINGLE FAM MDL-01	1
79	21	6	ALMA CRESSEY, TR	12	DANA AVENUE	SINGLE FAM MDL-01	2
80	21	7	DOW HIGHWAY PROPERTIES L	2-4	DANA AVENUE	STORE/SHOP MDL-96	10
81	21	18	GERASIN FAMILY REALTY LLC	1	ROUTE 236	OFFICE BLD MDL-94	2
82	21	18	SHELL OIL CO	7	ROUTE 236	FUEL SV/PR MDL-00	0
83	21	19	GAGNE REALTY HOLDINGS LLC	15	ROUTE 236	STORE/SHOP MDL-96	1

	B	C	G	H	I	K	M
2	Map	Block	Owners Name	Str #	Street Name	LND_OCC_DESC	# Units
84	21	19	WILSON, DAVID W	11	ROUTE 236	STORE/SHOP MDL-96	1
85	21	21	GAGNE REALTY HOLDINGS LLC	21	ROUTE 236	POT DEVEL	0
86	29	1	LAPIERRE PROPERTIES LLC	41	ROUTE 236	DEVEL LAND	0
87	29	2	CALDWELL, VIOLA F	140	MARTIN ROAD	SINGLE FAM MDL-01	1
88	29	3	WOJER, ELAINE	136	MARTIN ROAD	SINGLE FAM MDL-01	1
89	29	4	KING, VINCENT E	132	MARTIN ROAD	SINGLE FAM MDL-01	1
90	29	5	JENKINS, JAMES C	130	MARTIN ROAD	SINGLE FAM MDL-01	1
91	29	6	GALLO, JAMES N	124	MARTIN ROAD	SINGLE FAM MDL-01	1
92	29	7	LEGER, RAYMOND	129	MARTIN ROAD	SINGLE FAM MDL-01	1
93	29	8	ELDRIDGE, KATHLEEN C	131	MARTIN ROAD	SINGLE FAM MDL-01	1
94	29	8	MEROSOLA, PATRICIA S	139	MARTIN ROAD	SINGLE FAM MDL-01	1
95	29	8	MEROSOLA, PATRICIA S	135	MARTIN ROAD	SINGLE FAM MDL-01	1
96	29	11	THEBERGE, DIANA L	143	MARTIN ROAD	SINGLE FAM MDL-01	1
97	29	13	PUGLISI, JOSEPH C	1	STEVENSON ROAD	SINGLE FAM MDL-01	1
98	29	15	PORTER, MELISSA TURNER	3	STEVENSON ROAD	SINGLE FAM MDL-01	1
99	29	16	COOK, MICHELE A	7	STEVENSON ROAD	SINGLE FAM MDL-01	1
100	29	19	DONOVAN, LAURA	9	STEVENSON ROAD	SINGLE FAM MDL-01	1
101	29	20	HOLT, SUSAN C	15	STEVENSON ROAD	TWO FAMILY	2
102	29	21	STARKEY, PATRICIA R	23	STEVENSON ROAD	SINGLE FAM MDL-01	1
103	29	22	GRIFFIN, NOLAN D	27	STEVENSON ROAD	APT 4-UNIT MDL-01	4
104	29	22	BRYAN HABERMAN	25	STEVENSON ROAD	SINGLE FAM MDL-01	1
105	29	23	ZANGARI TR, DOMINIC M	29	STEVENSON ROAD	SINGLE FAM MDL-01	1
106	29	24	INHABITANTS OF KITTERY	31	STEVENSON ROAD	MUNICIPAL MDL-00	0
107	29	25	MERRILL, STUART O	38	STEVENSON ROAD	SINGLE FAM MDL-01	1
108	29	26	LEWIS, KENNETH E	36	STEVENSON ROAD	SINGLE FAM MDL-01	1
109	29	27	MASON, ROBERT	34	STEVENSON ROAD	SINGLE FAM MDL-01	1
110	29	28	PRESTON, DAVID A & JENNIFER	30	STEVENSON ROAD	SINGLE FAM MDL-01	1
111	29	28	POWERLEAU SR, BRIAN O	32	STEVENSON ROAD	SINGLE FAM MDL-01	1
112	29	29	HANNIGAN, HARRY J	28	STEVENSON ROAD	SINGLE FAM MDL-01	1
113	29	30	HANNIGAN, HARRY J	26	STEVENSON ROAD	TWO FAMILY	2
114	29	31	FLOWER COMPANY PROPERTIE	483	HL DOW HIGHWAY	DEVEL LAND	0
115	29	31	FLOWER COMPANY PROPERTIE	22	STEVENSON ROAD	COM GRN H5 MDL-00	0
116	29	32	NOONEY, JACQUELYN	18	STEVENSON ROAD	SINGLE FAM MDL-01	1
117	29	33	HAWKES, KATHRYN M	16	STEVENSON ROAD	SINGLE FAM MDL-01	1
118	29	34	STACY, AARON J	14	STEVENSON ROAD	SINGLE FAM MDL-01	1
119	29	34	SMITH, STEPHEN M	12	STEVENSON ROAD	SINGLE FAM MDL-01	1
120	29	35	SMITH, STEPHEN C	10	STEVENSON ROAD	SINGLE FAM MDL-01	1
121	29	37	ROBINSON, CARLA J	4	STEVENSON ROAD	SINGLE FAM MDL-01	1
122	29	37	PROVENCAL, RONALD D	8	STEVENSON ROAD	SINGLE FAM MDL-01	1
123	29	38	BDC ENTERPRISES, INC.	2	STEVENSON ROAD	SINGLE FAM MDL-01	1
124	29	44	LAPIERRE PROPERTIES LLC	32	ROUTE 236	COMM WHSE MDL-96	1

	B	C	G	H	I	K	M
2	Map	Block	Owners Name	Str #	Street Name	LND_OCC_DESC	# Units
125	30	1	PEREZ, AARON	64	MANSON ROAD	SINGLE FAM MDL-01	1
126	30	1	MATTHEWS, NANCY	62	MANSON ROAD	SINGLE FAM MDL-01	1
127	30	2	MARTELL, JEFFREY J	24	DANA AVENUE	SINGLE FAM MDL-01	1
128	30	3	SAWTELLE TR, CAROL N	22	DANA AVENUE	SINGLE FAM MDL-01	1
129	30	4	SHARP, JARED M	18	DANA AVENUE	SINGLE FAM MDL-01	1
130	30	5	STOODLEY JR, ROBERT P	13	DANA AVENUE	SINGLE FAM MDL-01	1
131	30	6	DODGE, DAVID A	15	DANA AVENUE	SINGLE FAM MDL-01	1
132	30	7	PIERCE, PATRICK B/	17	DANA AVENUE	SINGLE FAM MDL-01	1
133	30	8	GARDNER, SCOTT T	19	DANA AVENUE	SINGLE FAM MDL-01	1
134	30	9	DEBRA M MOULTON, TR	21	DANA AVENUE	SINGLE FAM MDL-01	1
135	30	10	GARDNER, ETHEL V	50	MANSON ROAD	SINGLE FAM MDL-01	1
136	30	11	CERCONE, MICHAEL K	48	MANSON ROAD	SINGLE FAM MDL-01	1
137	30	12	DENAULT, ROBERT L F	46	MANSON ROAD	SINGLE FAM MDL-01	1
138	30	12	KIMBERLY SANBORN	44	MANSON ROAD	SINGLE FAM MDL-01	1
139	30	13	RICHARDSON, BURTON J	42	MANSON ROAD	SINGLE FAM MDL-01	1
140	30	14	GILL, BARBARA A	38	MANSON ROAD	SINGLE FAM MDL-01	1
141	30	15	YOUNG TR, ALFRED S	32	MANSON ROAD	SINGLE FAM MDL-01	1
142	30	16	LEONTAKIANAKOS, LOUIS P.	28	MANSON ROAD	SINGLE FAM MDL-01	1
143	30	17	LINSCOTT, DAVID H	24	MANSON ROAD	SINGLE FAM MDL-01	1
144	30	18	LINSCOTT, DAVID H	42	STEVENSON ROAD	SINGLE FAM MDL-01	1
145	30	20	WALDRON, MEGAN T	23	MANSON ROAD	SINGLE FAM MDL-01	1
146	30	21	LACLAIR, THELMA J	25	MANSON ROAD	SINGLE FAM MDL-01	1
147	30	22	ESTES, ALAN W	29	MANSON ROAD	SINGLE FAM MDL-01	1
148	30	22	AMSDEN, NATHAN C	27	MANSON ROAD	SINGLE FAM MDL-01	1
149	30	23	WENCK, ALFRED J	33	MANSON ROAD	SINGLE FAM MDL-01	1
150	30	24	JILLIAN R MARTINO	35	MANSON ROAD	SINGLE FAM MDL-01	1
151	30	25	GREENWOOD, MEGAN D F	2	APPEGATE LANE	SINGLE FAM MDL-01	1
152	30	26	SPINNEY, IRENE J	49	MANSON ROAD	SINGLE FAM MDL-01	1
153	30	27	HEDRICK, DALE C	51	MANSON ROAD	SINGLE FAM MDL-01	1
154	30	28	CERCONE, ANTONIO	53	MANSON ROAD	SINGLE FAM MDL-01	1
155	30	29	FLETCHER, SHAWN M	55	MANSON ROAD	SINGLE FAM MDL-01	1
156	30	36	MARINO, ADAM	57	MANSON ROAD	SINGLE FAM MDL-01	1
157	30	37	HUTCHINS, RONALD D	59	MANSON ROAD	SINGLE FAM MDL-01	1
158	30	38	AVERY, JACOB W	61	MANSON ROAD	MULTI HSES MDL-01	2
159	30	39	CLARK, SHARON A	63-65	MANSON ROAD	MULTI HSES MDL-01	2
160	37	3	INHABITANTS OF KITTERY	43	STEVENSON ROAD	PUB-SCHOOL	1
161							TOTAL 207
162	*VACANT, MUNICIPAL, UTILITY, ETC						TOTAL OTHER* 15
163							TOTAL PARCELS 158